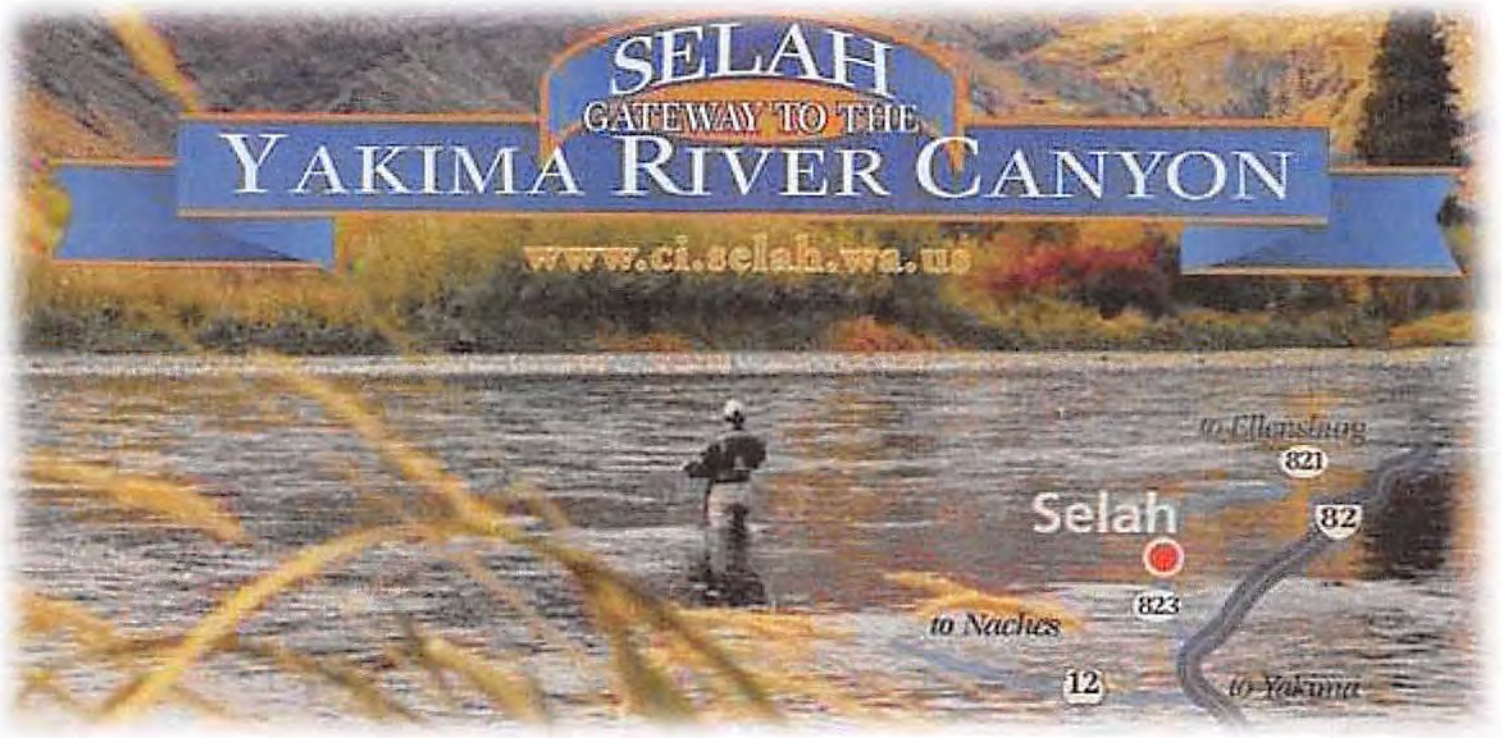


SELAH CITY COUNCIL

4:00pm November 10, 2015

Selah City Council
Regular Meeting
Tuesday, November 10, 2015
4:00pm
City Council Chambers

Mayor:	John Gawlik
Mayor Pro Tem:	Paul Overby
Council Members:	John Tierney
	Dave Smeback
	Roy Sample
	Jane Williams
	Laura Ritchie

CITY OF SELAH
115 West Naches Avenue
Selah, Washington 98942

City Administrator:	Don Wayman
City Attorney:	Bob Noe
Clerk/Treasurer:	Dale Novobielski

AGENDA

A. Call to Order –Mayor Gawlik

B. Roll Call

C. Pledge of Allegiance

D. Agenda Changes **None**

E. Public Appearances/Introductions/Presentations **None**

F. Getting To Know Our Businesses

1. Ginger Tyler, Farmers Insurance

G. Communications

1. Oral

This is a public meeting. If you wish to address the Council concerning any matter that is not on the agenda, you may do so now. Please come forward to the podium, stating your name for the record. The Mayor reserves the right to place a time limit on each person asking to be heard.

2. Written

Joe Henne a. October 2015 Monthly Report for Building Permits and Inspections, Animal Control and Code Enforcement

H. Proclamations/Announcements **None**

I. Consent Agenda

All items listed with an asterisk (*) are considered routine by the City Council and will be enacted by one motion, without discussion. Should any Council Member request that any item of the Consent Agenda be considered separately, that item will be removed from the Consent Agenda and become a part of the regular Agenda.

Monica Lake * 1. Approval of Minutes: October 27, 2015 Study Session & Council Meeting
Dale N. * 2. Approval of Claims & Payroll

J. Public Hearings

Dale N. 1. Public hearing to discuss the proposed 2016 budget for the City of Selah
Tom Durant 2. Public Hearing on Chapter 10.24 of the Selah Municipal Code "Planned Development Overlay (PDO) District"

K. New Business **None**

L. Old Business **None**

M. Resolutions

Don Wayman	1.	Resolution authorizing the Mayor to sign an Information Technology Services Interlocal Agreement with the City of Yakima, a municipal corporation
Tom Durant	2.	Resolution Approving the Preliminary Plat of "Speyers Court" (912.61.14-03) and Adopting Findings and Conditions of Preliminary Plat Approval

N. Ordinances

Dale N.	1.	Ordinance to Establish the Amount of Taxes to be Levied Upon Real & Personal Property in the City of Selah, Yakima County, Washington, and Fixing the Tax Levy for the Year 2016
Tom Durant	2.	Ordinance Amending Ordinance No. 1634 Zoning Map Amendment No. 914.61.14-02 Rezone to Planned Development
Tom Durant	3.	Ordinance adopting 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2015-1 (Carl & Candi Torkelson) as recommended by the City of Selah Planning Commission
Tom Durant	4.	Ordinance adopting Chapter 10.24 of the Selah Municipal Code "Planned Development Overlay (PDO) District", providing for severability and establishing an effective date

P. Reports/Announcements

1. Mayor
2. Council Members
3. Departmental
4. Boards

Caprise Groo a. Planning Commission Minutes – October 20, 2015

Q. Executive Session **None**

R. Adjournment

Next Study Session	November 24, 2015
Next Regular Meeting	November 24, 2015

Each item on the Council Agenda is covered by an Agenda Item Sheet (AIS)

A yellow AIS indicates an action item.
A blue AIS indicates an information/non-action item.

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

COUNCIL MEETING **INFORMATIONAL ITEM**

11/10/2015 **G – 2A**

Title: October 2015 Monthly Report for Building Permits and Inspections, Animal Control and Code Enforcement.

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Informational Only

Background / Findings & Facts:

Attached are the Building Permits and Inspections, Code Enforcement and Animal Control reports for October.

Recommended Motion:

Informational only.

October 2015 Code Enforcement Report

C. Knox

Address	SMC	Violation / Concern	Due Date	Issue Resolved	Comments
1200 BLK W CHERRY		WEEDS-DEBRIS			WORKING ON
MCDONALDS		CONTRACTOR WANTING INFO ON EXPANSION			REFERED TO THE CITY PLANNER
TREE TOP		TRACKING OUT MUD ONTO ROADWAY			TREE TOP WILL GRAVEL LOT
900 BLK JAMIE DR.		PARKING PROBLEM		Y	CONTACTED OWNER-MOVED VEHICLE
HILLCREST PLACE		PARKING PROBLEM			VEHICLES NOT IN VIOLATION
W GOODLANDER		WATER ONTO ROADWAY		Y	OWNER NOW AWARE OF VIOLATION
SELAH SCHOOLS		HANDICAPPED ACCESSABLE AREAS			ADVISED SCHOOL OF COMPLAINT
700 BLK W BARTLETT AVE.		PARKING PROBLEM			OWNER NOW AWARE OF VIOLATION
1100 BLK W FREMONT AVE.		RETAINING WALL FELL OVER			CONTACTED CHURCH- WILL FIX
700 BLK S 5TH	6.S8.260	PARKING ON UN-IMPROVED SURFACE	11/5/2015		OWNER CONTACTED ME-WILL PUT GRAVEL DOWN
500 BLK S SOUTHERN AVE.		FENCE HEIGHT ISSUE			HEIGHT NOT A ISSUE- NOT A FENCE
200 BLK CRUSHER CYN.		TRUCKS MAKING DUST			ADVISED TO CALL CLEAN AIR IF DIDN'T STOP
500 BLK S SOUTHERN AVE.	6.58.060 & 6.58.200	UNCOVERED TRASH & FIRE HAZARD	11/4/2015		CORRECTION LETTER SENT
COMET TRAILER LOT		UNLAWFULL USE OF HYDRANT		Y	CONTRACTOR NOW AWARE OF POLICY
100 BLK LYLE LOOP		PARKING PROBLEM			CARS PARKED LEGALLY
300 BLK SELAH AVE.	6.58.200	FIRE HAZARD	11/4/2015	Y	OWNERS LIVE IN SEATTLE- HIRED COMPANY TO CLEAN
100 BLK WERNEX LOOP	IMPC 506.1	GENERAL DRAINAGE			CORRECTION LETTER SENT
500 BLK W BARTLETT AVE.	6.58.260	STORAGE OR PARKING OF MOTOR VEHICLE	11/5/2015		CORRECTION LETTER SENT
500 BLK SOUTHERN AVE.	6.58.060 & 6.58.200	UNCOVERED TRASH & FIRE HAZARD	11/6/2015		
1100 BLK TERRY LN.	11.30.090	HYDRANT ACCESSIBILITY	11/9/2015		CORRECTION LETTER SENT

October 2015 Code Enforcement Report

R. Brons, Report			
DATE	ADDRESS	SMC	VIOLATION DESCRIPTION
10/2/2015	120 Block E. Fremont Ave.	6.58.260	Storage or parking of motor vehicle-Residential areas.
10/26/2015	1500 Block W Naches Ave	9.24	Construction Site Erosion and Sediment Control
10/29/2015	1400 Block W Naches Ave	9.24	Construction Site Erosion and Sediment Control

October 2015 Building Permit and Inspection Report

No.	Issue Date	Name/Project	Address	Type	Master Plan	Fees
6518	10/28/2015	Parminder Thind	301 S. First Street	Sign		$343.00
6522	10/9/02015	Columbia Ridge Homes LLC	1507 W. First Ave	Footing/Foundation ONLY	X	$0.00
6523	10/21/2015	Columbia Ridge Homes LLC	1607 W. Naches Ave.	Footing/Foundation ONLY		$0.00
6524	10/5/2015	Nicholus Singletary	802 Braeburn Court	Remodel		$431.70
6525	10/5/2015	Nicholus Singletary	802 Braeburn Court	Plumbing		$96.17
6526	10/5/2015	Nicholus Singletary	802 Braeburn Court	Mechanical		$43.24
6527	10/7/2015	Dan Politte	103 S. First Street	Sign		$168.83
6528	10/6/2015	City of Selah	107 W. Selah Ave.	Demolition		$78.60
6529	10/9/2015	J. McLain	311 S. First Street	Commercial		$188.07
6530	10/16/2015	Torkelson Construction	202 Whisper Way	Footing/Foundation Only		$0.00
6532	10/16/2015	Torkelson Construction	204 Whisper Way	Footing/Foundation Only		$0.00
6533	10/16/2015	Torkelson Construction	206 Whisper Way	Footing/Foundation Only		$0.00
6534	10/16/2015	Torkelson Construction	208 Whisper Way	Footing/Foundation Only		$0.00
6535	10/16/2015	Torkelson Construction	210 Whisper Way	Footing/Foundation Only		$0.00
6536	10/12/2015	J & L Maher LLC	110 W. Naches Ave.	Footing/Foundation Only		$0.00
6537	10/12/2015	Benson Edwards	302 Hillcrest Dr.	Re-Roof		$78.60
6538	10/20/2015	B & L Selah LLC	106 Pleasant Ave.	Commercial		$1,602.84
6539	10/20/2015	B & L Selah LLC	106 Pleasant Ave.	Plumbing Commercial		$74.41
6540	10/20/2015	B & L Selah LLC	106 Pleasant Ave.	Mechanical Commercial		$137.64
6541	10/20/2015	B & L Selah LLC	602 S. First Street	Demolition		$78.60
6546	10/21/2015	David Van Alstine	404 S. 5th Street	Re-Roof		$78.60
6547	10/21/2015	David Van Alstine	404 S. 5th Street	Re-Siding		$78.60
6548	10/26/2015	Owens Family Limitede Partnership	108 S. Jim Clements Way	Re-Model		$304.85
6549	10/23/2015	Elisabeth Britton	111 E. Bartlett Ave.	Re-Roof		$78.60
6550	10/27/2015	Columbia Ridge Homes LLC	1607 W. Naches Ave.	New Building		$6,330.66
6551	10/27/2015	Columbia Ridge Homes LLC	1607 W. Naches Ave.	New Plumbing		$202.40
6552	10/27/2015	Columbia Ridge Homes LLC	1607 W. Naches Ave.	New Mechanical		$129.14
6553	10/27/2015	Columbia Ridge Homes LLC	1607 W. Naches Ave.	UG Sprinklers		$40.18
6554	10/27/2015	Columbia Ridge Homes LLC	1507 W. First Ave	New Building		$6,533.76
6555	10/27/2015	Columbia Ridge Homes LLC	1507 W. First Ave	New Plumbing		$235.04
6556	10/27/2015	Columbia Ridge Homes LLC	1507 W. First Ave	New Mechanical		$139.17
6557	10/27/2015	Columbia Ridge Homes LLC	1507 W. First Ave	UG Sprinklers		$40.18
6558	10/29/2015	Wesley Bradshaw	201 S. First Street	Sign		$168.83
6561	10/29/2015	Donald Johnson	1413 W. Cherry	Remodel		$272.14
TOTAL:						$17,953.85

Total Building Inspections for October 2015: 112

October 2015 Animal Control Report

C. Knox

DATE	LOCATION	PROBLEM/CONCERN	ACTION TAKEN	RESULT
1-Oct	100 BLK E ORCHARD	DEAD CAT	PICKED UP-DISPOSED	
5-Oct	1300 BLK CEDAR	FOUND DOG	CAUGHT	RETURNED TO OWNER
5-Oct	SELAH P.D	FOUND DOG	CAUGHT	TAKEN TO HUMANE
6-Oct	500 BLK JAMIE DR.	MISSING CAT	UNABLE TO LOCATE	
8-Oct	LARSON ALLEY	DEAD CAT	PICKED UP-DISPOSED	
9-Oct	500 BLK VALLEYVIEW	LOOSE DOG	CAUGHT	RETURNED TO OWNER
14-Oct	300 BLK N 4TH STREET	LOST DOG	UNABLE TO LOCATE	
14-Oct	1700 BLK W 1ST AVE	BARKING DOG	NOT BARKING ON ARRIVAL	
15-Oct	CALL IN	ANIMAL QUESTIONS	ADVISED TO CALL COUNTY	
15-Oct	1700 BLK W YAKIMA AVE.	BARKING DOG	NOT BARKING ON ARRIVAL	
16-Oct	SELAH INTERMEDIATE	FOUND DOG	CAUGHT	RETURNED TO OWNER
16-Oct	700 BLK DAUGHTRY PL.	DEAD CAT	PICKED UP-DISPOSED	
16-Oct	400 BLK RIVERVIEW	BARKING DOG	OWNER MOVED INSIDE	
20-Oct	200 BLK N 11TH	DEAD SKUNK	PICKED UP-DISPOSED	
21-Oct	900 BLK W ORCHARD	LOOSE DOG	CAUGHT	RETURNED TO OWNER
21-Oct	400 BLK PLESANT AVE.	LOOSE DOGS	UNABLE TO LOCATE	
23-Oct	600 BLK SPEYERS	LOOSE DOG	CAUGHT	RETURNED TO OWNER
26-Oct	400 BLK N 13TH	ANIMAL NEGLECT	CHECKED CONDITIONS	HAD FOOD-WATER
28-Oct	5TH & RIVERVIEW	LOOSE DOGS	CAUGHT	RETURNED TO OWNER
28-Oct	400 BLK N 4TH STREET	LOOSE DOG	CAUGHT	RETURNED TO OWNER
29-Oct	900 BLK CRESTVIEW	CAT ATTACKED	UNABLE TO LOCATE DOG	
30-Oct	400 BLK S 5TH	TRAPPED SKUNK	DISPOSED	
30-Oct	800 BLK CRESTVIEW	LOOSE DOG	CAUGHT	RETURNED TO OWNER
30-Oct	300 BLK W GOODLANDER	DEAD CAT	PICKED UP-DISPOSED	
30-Oct	SELAH INTERMEDIATE	LOOSE DOG	CAUGHT	RETURNED TO OWNER

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

COUNCIL MEETING **ACTION ITEM**

11/10/2015 **I – 1**

Title: Approval of Minutes: October 27, 2015 Study Session & Council Meeting

Thru: Donald Wayman, City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Approval of Minutes

Background / Findings & Facts:

See Minutes for details

Recommended Motion:

Motion to approve the Consent Agenda as read. (This item is part of the Consent Agenda)

Study Session Minutes
Selah City Council
October 27, 2015
4:30pm

Mayor Gawlik opened the Study Session.

The Council and Planning Commission members continued their review of the 10.24 rewrite, discussing various items such as how to tackle the compatibility issue, attempting to address the height differential by increasing setbacks, useable open space and the need for a definition of what that is, and a minimum frontage requirement.

The Study Session ended at 6:22pm.

City of Selah
Council Minutes
October 27, 2015

Regular Meeting
Selah Council Chambers
115 West Naches Avenue
Selah, WA 98942

A. Call to Order — Mayor Gawlik called the meeting to order at 6:30pm.

B. Roll Call

Members Present: Paul Overby; John Tierney; Dave Smeback; Roy Sample; Jane Williams; Laura Ritchie

Members Excused:

Staff Present: Don Wayman, City Administrator; Bob Noe, City Attorney; Gary Hanna, Fire Chief; Rick Hayes, Police Chief; Joe Henne, Public Works Director; Dale Novobielski, Clerk/Treasurer; Charles Brown, Recreation Manager; Tom Durant, Community Planner; Bree Tait, Administrative & Marketing Specialist; Andrew Potter, Assistant to the City Administrator; Monica Lake, Executive Assistant

C. Pledge of Allegiance

Mayor Gawlik held a moment of silence in honor of Council Member Allen Schmid.

Council Member Tierney led the Pledge of Allegiance. Pastor Jason Williams gave the prayer.

D. Agenda Changes

Add to agenda:

1. Resolution M – 4: Resolution of the City of Selah, Washington, Adopting the Selah Natural Hazard Mitigation Plan and Accepting it as an Annex of Yakima County Natural Hazard Mitigation Plan

E. Public Appearances/Introductions/ Presentations — **None**

F. Getting To Know Our Businesses — **None**

City Administrator Wayman promised to have at least one business owner at the next meeting, to introduce themselves. He requested that the Council Members invite business owners to attend a meeting, adding that he has requested that City staff do the same.

G. Communications

1. Oral

Mayor Gawlik opened the meeting.

Wayne Petterson, Selah Kiwanis, approached the podium and addressed the Council. He expressed curiosity as to status of Volunteer Park, and the lack of construction, saying that it has been nearly five months past the date they were told construction might commence.

Mayor Gawlik responded that the biggest hurdle the City had to cross was finances; the State legislature had taken their time reviewing and approving a budget. He added that the City has been in constant contact once they were advised of their approval, and that the contract was on that night's agenda.

Mr. Petterson asked if the local group had raised enough money to start the project.

Mayor Gawlik replied in the affirmative, saying that the committee reviewing it had indicated that the City had met all of its requirements, criteria and commitments to match the grant funds assigned to them.

Mr. Petterson wondered why the local construction couldn't start on the project.

Recreation Manager Brown responded that, per the agreement, no construction can take place until the agreement is signed, as anything done prior to the signing can't be used as matching funds. He noted that a SEPA review will start after the agreement is signed.

Mr. Petterson remarked that it's up to the Council then.

Mayor Gawlik responded that, once signed, the document will be sent back to the State, and the City will wait for them once again.

Mr. Petterson commented that two of the contractors wish to begin moving earth prior to the winter freeze, as there will be a time crunch to meet the deadline otherwise.

Public Works Director Henne stated that he believes contract will allow for an extension of completion time, based on the delay of the original start date, and they will also recognize winter shut down and make allowance for it.

City Administrator Wayman noted that the project still has to go through a SEPA review; community has to be heard before move forward, and there are plenty of administrative hoops the City owes the community before proceeding.

Seeing no one else rise to speak, the Mayor then closed the meeting.

2. Written

a. Selah Downtown Association Monthly Financial Report

H. Proclamations/Announcements **None**

I. Consent Agenda

Council Member Overby moved, and Council Member Tierney seconded, to add M – 1 to the Consent Agenda. By voice vote approval was unanimous.

Executive Assistant Lake read the Consent Agenda.

All items listed with an asterisk (*) were considered as part of the Consent Agenda.

* 1. Approval of Minutes: September 22, 2015 Study Session & Council Meeting

* 2. Approval of Claims & Payroll:

Payroll Checks Nos. 78994 – 79018 for a total of $243,181.79
Claim Checks Nos. 66503 – 66593 for a total of $266,334.24

* 3. Resolution M – 1: Resolution Establishing October 27th, 2015 as the Public Hearing Date to Consider the Adoption of the 2015 Yakima County Multi-Jurisdictional Hazard Mitigation Plan as the Official Hazard Mitigation Plan for Selah, Washington

Council Member Smeback moved, and Council Member Tierney seconded, to approve the Consent Agenda as read. By voice vote, approval of the Consent Agenda was unanimous.

J. Public Hearings

1. Natural Hazard Mitigation Plan Update 2015

Kent Catlin, Deputy Director for Yakima Valley Office of Emergency Management, addressed J – 1. He passed out information on Selah's updated Natural Hazard Mitigation Plan, explaining that it's on a five year cycle, and must be submitted to make the City eligible for Federal funds if a natural disaster occurs. He noted that FEMA is currently reviewing the document, and that any changes need to be done prior to the December 31st deadline, then gave an example of why the Plan is so important.

Council Member Smeback asked if his office was a conduit for removing ground from the hundred-year floodplain.

Mr. Catlin responded that they don't control zoning, but would be willing to do anything they can to assist and support the City in what they are trying to achieve.

Mayor Gawlik described the disaster of 1996, citing the plan as a valuable tool to ensure the safety and wellbeing of the citizens of Selah before FEMA and the Corps of Engineers arrived.

Council Member Tierney requested an explanation of the color coding on the map, and asked if this can be put on the website for review, as well as sent to City staff via email

Council Member Williams noted that the library's address is incorrect, as is the Selah School District's information.

Mr. Catlin responded that it's a five-year plan, which means some information has become outdated, and that they have time during the FEMA review process to make necessary changes. He said that anyone can contact his office for corrections.

Council Member Williams wondered if the plan was just to the city limits of Selah.

Mr. Catlin replied that the County has completed a countywide plan, and that numerous jurisdictions are working on accepting and submitting needed changes before the deadline.

Council Member Tierney inquired as to whether the plan included the Yakima Training Center.

Mr. Catlin responded that there are certain things they can and can't do.

Mayor Gawlik noted that the National Guard activated their transport unit during the flood of 1996 to rescue those stranded by high water, including some stranded at the golf course.

Mayor Gawlik opened the Public Hearing. Seeing no one rise to speak, he then closed the Hearing.

K. New Business

1. Volunteer Park options

City Administrator Wayman addressed K – 1. He passed out new maps to Council as he explained the options staff had looked at for the park, beyond what was already committed to be done, such as football and soccer fields, adding that they determined the parking would not support that kind of use. He referred Council to the new maps, saying that staff recommended expanding the original parking area to a bigger pad and also proposed a fenced dog park to allow people to take their dogs off leash. He requested direction as to which option Council wished to pursue.

Council Member Overby asked if the option of expanded parking could happen either way.

City Administrator Wayman replied in the affirmative.

Council Member Tierney wondered if a dog park complies with the original funding request.

City Administrator Wayman responded that the original request is predicated on what they are providing, and there is no language saying they can't do something in addition to the original proposal. He noted that the contract doesn't have any restrictions regarding additional usage, although he has a query out to the State to confirm that.

Mayor Gawlik remarked that, unofficially, the fenced green space across the street from Lince Elementary has been used as play area for kids, and an unofficial dog park for folks to let their dogs off leash. He noted that Selah's parks are dog friendly, with pick-up stations at each, but people have to bring dogs into the park on a leash.

Council Member Williams inquired as to the size of the proposed dog park.

Mr. Petterson commented from the audience that fences and dog parks are great, but fences and Frisbee golf are not.

Public Works Director Henne stated that they are not proposing any golf stations to be within the area of the dog park.

Council Member Overby pointed out that one station is very near to the dog park.

City Administrator Wayman remarked that they are looking at a nine hole course, not a full eighteen hole course.

Public Works Director Henne said that it's roughly eight hundred 800 lineal feet, although they were talking earlier about extending it to the south to provide an area for smaller dogs.

Mr. Petterson remarked that the park proposal didn't have any fences before.

Recreation Manager Brown stated that the original proposal was for a nine hole golf course, and that the State had indicated they can modify that if they desire.

Mr. Petterson felt that the focus has changed, and asked if there would still be a walkway around the park with Frisbee golf within the boundary.

Recreation Manager Brown replied that they are keeping the walk path.

City Administrator Wayman commented that he doesn't think a wide footprint for Frisbee golf is necessary, and that they could accommodate both the dog park and Frisbee golf. He noted that there would still be a walking path around the perimeter. He requested that Council provide him with direction on the matter.

Council Member Williams stated that she's not in favor of the dog park, as they had envisioned it to be an all-inclusive special needs park. She added that, while she's in favor f a dog park, she doesn't feel this is the location for one.

Council Member Overby agreed with her, adding that he prefers the large parking area.

Council Member Ritchie felt they should discuss it at the next meeting to allow time to get input on how many citizens would be in favor of a dog park. She asked about the ten handicapped spaces on the map.

Mayor Gawlik remarked that those are mandated per code, and based on square feet.

Public Works Director Henne observed that State law is one for every twenty-five stalls, and that he would like to reduce it to something like eight.

City Administrator Wayman reminded Council that the park is designed for handicapped individuals.

Council Member Ritchie responded that it's also designed for kids with autism and other needs, who may not have the handicapped placards.

Public Works Director Henne said that he would also like to have a spot for City trucks to park and do maintenance.

Council Member Ritchie felt ten handicapped spots were excessive.

Mayor Gawlik poll the Council about the proposed dog park.

Council Members Ritchie, Overby, Sample, Smeback, and Williams were against the proposal; Council Member Tierney was for it.

Mayor Gawlik noted that Council had indicated their desire for the larger parking lot.

L. Old Business **None**

M. Resolutions

* 1. Resolution authorizing the Mayor to sign an Intergovernmental Cooperation Agreement with Franklin County Fire District #3, a municipal corporation

2. Resolution Authorizing the Mayor to Sign an Agreement with the Recreation and Conservation Office to Receive Grant Funding for the Development of Volunteer Park

Recreation Manager Brown addressed M – 2. He said that, per their agreement with the State, they were able to raise enough cash, along with donations of engineering services and other goods, to meet the requirements, and that the park has to include ADA equipment in its playgrounds. He read aloud a list of items the City was committed to.

Council Member Ritchie asked if the list was in the agreement.

Recreation Manager Brown responded in the affirmative.

Council Member Ritchie wondered where.

City Attorney Noe replied that it is item c on the front page.

Mayor Gawlik noted that the most important thing is that the City has met all requirements put forth by the State to make this an all-inclusive park.

Council Member Tierney moved, and Council Member Smeback seconded, to approve the Resolution Authorizing the Mayor to Sign an Agreement with the Recreation and Conservation Office to Receive Grant Funding for the Development of Volunteer Park. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – yes; Council Member Ritchie – yes. By voice vote, approval was unanimous.

3. Resolution Authorizing the Mayor to Sign an Amendment to the City Administrator's Employment Agreement

Clerk/Treasurer Novobielski addressed M – 3. He said that this amendment to City Administrator Wayman's contract would be effective January 1, 2016, adding that he brings with him medical insurance from a previous employer and would like to forego City paid insurance and receive a thousand dollar per month salary increase in lieu of the insurance. He noted that this would save the City roughly six thousand dollars annually.

Council Member Overby wondered if the benefit package is currently eighteen thousand for medical, dental and vision.

Clerk/Treasurer Novobielski responded that the cost is solely for medical, which is roughly fourteen hundred sixty-eight per month, per employee, for 2016.

Council Member Smeback had some issues with the interchangeability of benefits with salary, adding that he would prefer to have done it later on. Although he does understand the fiscal impact and feels it does make some sense, he wouldn't wish to create a precedent with other non-represented employees. He wondered if this would replace the January discussion.

Mayor Gawlik responded that his annual review doesn't come up until May.

Council Member Ritchie was in favor of it, noting that her husband's employer is doing the same thing, and she would prefer to see the money go to the City and City Administrator Wayman rather than an insurance company.

Council Member Williams wondered if the City had a legal obligation to pay him the amount of the insurance if they opted not to pass this and City Administrator Wayman dropped the coverage.

City Attorney Noe replied that it's an option he would have, although the City is not legally obligated to pay him.

Council Member Williams was concerned about giving him a higher salary.

City Attorney Noe responded that, if the matter had been discussed earlier, he might have asked for a higher salary.

Council Member Tierney moved, and Council Member Overby seconded, to approve the Resolution Authorizing the Mayor to Sign an Amendment to the City Administrator's Employment Agreement. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – no; Council Member Ritchie – yes. Motion passed with five yes votes and one no vote.

4. Resolution of the City of Selah, Washington, Adopting the Selah Natural Hazard Mitigation Plan and Accepting it as an Annex of Yakima County Natural Hazard Mitigation Plan

Kent Catlin, Deputy Director for Yakima Valley Office of Emergency Management, addressed M – 4. He said that FEMA is reviewing the plan right now, although cosmetic changes can still be done. He told Council that the plan is a living document that is updated every five years; they can continue to work on it and submit changes every cycle.

Council Member Overby moved, and Council Member Tierney seconded, to approve the Resolution of the City of Selah, Washington, Adopting the Selah Natural Hazard Mitigation Plan and Accepting it as an Annex of Yakima County Natural Hazard Mitigation Plan. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – yes; Council Member Ritchie – yes. By voice vote, approval was unanimous.

N. Ordinances

1. Ordinance Amending the 2015 Budget for the Expenditure of Hotel/Motel Sales Tax Revenue

Recreation Manager Brown addressed N – 1. HE said that the Lodging Tax Advisory Committee listened to two proposals earlier in the year for funds, one from a staff intern to fund the July 3rd event, and one from the Selah Downtown Association for help with the branding firm expenses, and that this budget adjustment accommodates both requests.

Council Member Smeback moved, and Council Member Williams seconded, to approve the Ordinance Amending the 2015 Budget for the Expenditure of Hotel/Motel Sales Tax Revenue. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – yes; Council Member Ritchie – yes. By voice vote, approval was unanimous.

2. Ordinance Adopting the 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2015-2 (City of Selah) as Recommended by the City of Selah Planning Commission

Community Planner Durant addressed N – 2. He stated that this is one of two Comprehensive Plan amendments considered this year, and that the second one will be presented at the November 10th Council Meeting. He noted that everyone who attended received notification of the date change. He explained that the matter before them was an application submitted by the City, to change the Comprehensive Plan designation of the parcel from low density residential to moderate density residential, as the property was developed while in R-2 zoning and the designation was inadvertently changed at a later date. He noted that the surrounding properties are a mix of low density and moderate density, which would make the change compatible with the area around it. He stated that both staff and the Planning Commission recommend approval of the amendment.

Council Member Tierney remarked that the urban growth comprehensive plan could only be amended once per year. He felt that if they approve this item than they can't legally approve one at the next meeting.

Community Planner Durant disagreed.

Council Member Tierney stated that he doesn't wish to act on them separately.

Community Planner Durant deferred to City Attorney Noe.

City Attorney Noe observed that the intent of the provision is that applicants will gather by a certain deadline to be processed, and that both matters were processed according to the procedure in place. He said that the other application had a request for continuance, which doesn't require continuance of this one, and that Council would still be in compliance.

Council Member Tierney inquired as to what prevents someone from coming in late to have their property acted on.

City Attorney Noe replied that there is a cutoff date for submissions.

Mayor Gawlik remarked that the matter was a mistake on the City's part when they did the mapping, as that site was properly zoned when the structures were built. He stated that this is to correct that error.

Council Member Overby commented that he thinks Council Member Tierney is asking if they should act in this next month.

Council Member Ritchie wondered if there were any public comments.

Community Planner Durant responded that there were no written submittals, although he thought there were a couple questions asked during the hearing.

Council Member Ritchie remarked that the information provided to them indicates a Planned Development (PD) on the property, with a recommendation from the Hearing Examiner.

Community Planner Durant confirmed that the Hearing Examiner issued a recommendation.

Council Member Ritchie felt that there are things they aren't aware of that may be important to the decision.

Community Planner Durant replied that the PD was to allow three dwelling units on the property, to be established on separate lots that are smaller than usually allowed, with the purpose of allowing each unit to be on its own separate lot. He stated that the primary objection of the Hearing Examiner was that the three dwelling units already exceeded the maximum density of the Comprehensive Plan designation, which is when the zoning error was discovered.

Council Member Ritchie asked why it was a Planned Development.

Community Planner Durant responded that one can't do individual dwelling units on lots that small without one.

Mayor Gawlik stated that the action is to correct the zoning error that occurred when the mapping was done.

Council Member Ritchie wondered if other propertied in the area were in the same situation.

Community Planner Durant replied in the negative.

Council Member Tierney inquired about the rezone allowing additional residences to be built on the property.

Community Planner Durant responded that it's possible in theory, although he doesn't feel it to be either practical or possible to add a fourth dwelling without substantially changing the current configuration.

Mayor Gawlik noted that the three that are there meet code.

Council Member Overby asked if it was vested PD request prior to the correction being found.

Community Planner Durant replied in the affirmative, saying that the PD was delayed by a desire to proceed with this application.

Carl Torkelson approached the podium and addressed the Council. He stated that it has taken three years to reach this point, to correct a mistake that wasn't his. He explained the difficulties he'd faced the last couple years, adding that this is a housekeeping matter to give him back what was rightfully his.

Council Member Ritchie inquired if he'd purchased the land as R-2.

Mr. Torkelson showed her the permit, pointing out the R-2 designation.

Council Member Overby observed that Council's mistake is voting on amendments without catching changes such as an unintentional rezone.

Community Planner Durant noted that it appears that the units were built shortly before the adoption of the Comprehensive Plan.

Council Member Williams asked if the previous Community Planer had documented the mistake in the building file.

Mr. Torkelson responded that it was discovered two years ago but during the time of the permitting process it was R-2. He noted that the units were built in 2003, and the mistake was discovered in 2013.

Council Member Williams asked if he'd seen it on the County's website.

Community Planner Durant informed her that the County doesn't show zoning in Selah.

Mr. Torkelson felt that she should recuse herself on this vote.

Council Member Williams wondered if anyone had looked at the file to see if someone had documented the rezone, in the the original file for the piece of property.

Community Planner Durant replied that he saw the zoning map in effect at the time, which clearly showed the property zoned as R-2.

Council Member Williams asked again if there were notes in the file.

Community Planner Durant responded that he didn't look at the file; he looked at zoning maps.

Council Member Williams again asked if there were any notes in the file.

Mr. Torkelson replied in the negative, saying that his previous permits all showed the land as R-2.

Council Member Overby moved, and Council Member Smeback seconded, to approve the Ordinance Adopting the 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2015-2 (City of Selah) as Recommended by the City of Selah Planning Commission. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – no; Council Member Ritchie – yes. Motion passed with five yes votes and one no vote.

3. Ordinance Amending Ordinance No. 1634 Zoning Map Amendment No. 914.61.15-02 Rezone to Two Family Residential (R-2)

Community Planner Durant address N – 3. He stated that this is the rezone for the same application that they just approved the Comprehensive Plan amendment for, which will change the zoning to R-2.

Council Member Overby moved, and Council Member Sample seconded, to approve the Ordinance Amending Ordinance No. 1634 Zoning Map Amendment No. 914.61.15-02 Rezone to Two Family Residential (R-2). Roll was called: Council Member Overby – yes; Council Member

Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – no; Council Member Ritchie – yes. Motion passed with five yes votes and one no vote.

O. Reports/Announcements

1. Mayor

Mayor Gawlik had no report.

2. Council Members

Council Member Ritchie said that the Harvest Halloween festival is a great activity for kids, encouraging people to attend the event.

Council Member Overby had no report.

Council Member Sample remarked that Recreation Manager Brown and Administrative & Marketing Specialist Tait did a great job with the brochures for the SPRSA pool bond.

Council Member Tierney had no report but urged everyone eligible to vote to do so.

Council Member Smeback had no report.

Council Member Williams gave a brief report on the YVCOG meeting she attended, adding that she would pass on some information to City Administrator Wayman. She also attended the Yakima Training Center open house, which was great fun, and heard concerns from some of the troops. She inquired about using the flip side of the utility card for notices.

City Administrator Wayman responded that they cannot do that.

3. Department

Public Works Director Henne said that they've done the final meter reads for the year, and are in the process of winterizing meter boxes, blowing out irrigation systems in parks and greenways, and installing plows and sanders on trucks. He added that one hundred seventy-five streetlights were changed to LED, and he hasn't heard any feedback either way.

Council Member Smeback commented that they are whiter.

Mayor Gawlik asked where they are located.

Public Works Director Henne responded that they are on Crusher Canyon, Fremont Avenue, Wenas Avenue, North Park Drive, and South Park Drive.

Council Member Sample asked what the average water bill would be this winter.

Public Works Director Henne replied that residential customers receive average bill during the winter, and will be billed for any difference after the first meter reading in March.

Community Planner Durant said that the Comprehensive Plan updates will kick off on November 17th. He expects to have one or two chapters to present to the Planning Commission at that date.

Clerk/Treasurer Novobielski gave an update on sales tax revenues, noting that they are over the projected budget and will have a nice carryover into the new fiscal year. He commented that they held the 2016 budget meetings last week, and will conduct a public hearing on the proposed 2016 budget at the next Council Meeting.

Administrative & Marketing Specialist Tait introduced herself, saying that she will be taking over things at the Civic Center. She mentioned the Halloween festival and the Chamber's business trick or treat.

City Administrator Wayman requested an update on the senior room flooring.

Administrative & Marketing Specialist Tait stated that they are tearing up the damaged carpet and trying to decide what will be the best steps to refurbish the floor.

Mayor Gawlik remarked that she has experience in marketing, and he hopes she will be using those skills to bring new events to the Civic Center.

Recreation Manager Brown said that the Harvest Church event is from 6-8pm on Saturday. And the business trick or treat is 4-6pm on Friday. He noted that the Selah School District will be using the Youth Center for the next forty-five days.

Fire Chief Hanna had no report, but reminded everyone to beware the kids out trick or treating.

Police Chief Hayes going to range on Fri, will go again on Nov 13th, last 2 for yr, a lot of guys on vacation, change batteries in smoke detectors

Assistant to the City Administrator Potter discussed the parade application from the Selah Downtown Association for a Christmas lighted parade, which would run just prior to the Whispers of Christmas event on Fri Dec 4th.

City Administrator Wayman had no report.

City Attorney Noe had no report.

4. Boards

a. Planning Commission Minutes – September 16, 2015 Meeting

Council took a ten minute recess.

P. Executive Session

1. 15 Minute Session – Potential Litigation RCW 42.30.110 (1) (i)

Council went into Executive Session at 8:17pm. At 8:32pm, Council went back on the record. Mayor Gawlik stated that no action was taken during the Executive Session.

Q. Adjournment

Council Member Smeback moved, and Council Member Sample seconded, that the meeting be adjourned. Motion passed with four yes votes and one no vote.

The meeting adjourned at 8:32 pm.

John Gawlik, Mayor

Paul Overby, Council Member

John Tierney, Council Member

Dave Smeback, Council Member

Roy Sample, Council Member

Jane Williams, Council Member

Laura Ritchie, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

COUNCIL MEETING **ACTION ITEM**

11/10/2015 **I – 2**

Title: Claims & Payroll

Thru: Donald Wayman, City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: See Check Registers

Funding Source: Various. See Check Registers.

Staff Recommendation:

Approval of Claims & Payroll as listed on Check Registers.

Background / Findings & Facts:

See Check Registers.

Recommended Motion:

Motion to Approve the Consent Agenda as read. (This item is part of the Consent Agenda)

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

COUNCIL MEETING ACTION ITEM

11/10/2015 J – 1

Title: Public hearing to discuss the proposed 2016 budget for the City of Selah.

Thru: Donald Wayman, City Administrator

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Public Hearing / Public Meeting

Board/Commission Recommendation: Not applicable

Fiscal Impact: as attached

Funding Source: as attached

Staff Recommendation:

Conduct public hearing

Background / Findings & Facts:

To gather public input concerning the proposed 2016 budget for the City of Selah.

Recommended Motion:

N/A

2016 Budget Highlights

Personnel

001 General Fund/ 415 Sewer

a) The job duties of a position which is currently being split 50% Stormwater, 20% Code Enforcement, 20% Animal Control and 10% Court will be changed to 80% Animal Control and 20% Court. As a result, there will be a new position which will be 50% Code Enforcement and 50% Stormwater.

b) The budget calls for the hiring of a full time planner which will increase payroll costs, but decrease existing costs for professional services.

103 Fire Control

There is the addition of a ½ time administrative(clerical) position.

118 Civic Center

Although not reflected in the budget the employee staffing level at the Civic Center is being re-evaluated.

Captial Expenditures

001 General Fund

The Police department is purchasing 2 police cruisers.

The Building department is updating its building permit software.

The Recreation department will purchase 2 sets of soccer goals.

The Parks department will complete improvements at Volunteer park and electrical improvements at Woods field.

001 General/110 Street/ 411 Water & 415 Sewer

The Public Works department will purchase of pickup truck and a flatbed tilt deck.

103 Fire Control

The Fire department will purchase 2 rescue/ brush vehicles, SCBA apparatus and miscellaneous equipment.

111 Street Improvements

The Public Works department will expend $ 100,000 on the ValleyView/3rd St/Southern Ave/ s First St road projects.

190 SPRSA Pool

The SPRSA board has approved capital expenditures for 2 thermal pool covers and a stenner pump.

415 Sewer

The WasteWaterTreatment Plant will purchase a 500KW generator which was budgeted for purchase in 2015. They will also purchase a Hach Composite sampler.

CITY OF SELAH
2016 PRELIMINARY BUDGET

	Revenues	Operating Expenditures	Capital Outlay	% of Operating Exp.	Revenues - (Op. Exps. & Capital Outlay)
001 GENERAL FUND					
Beginning Net Cash & Investments - Unrestricted					$600,000
11 Legislative		$60,969		1.5%	($60,969)
12 Court	$103,450	132,410		3.2%	(28,960)
13 Executive	11,000	123,345		3.0%	(112,345)
14 Financial, Recording & Election Svcs		197,264		4.8%	(197,264)
15 Legal	6,000	150,975		3.7%	(144,975)
18 Facilities		40,251		1.0%	(40,251)
21 Police	405,849	2,126,085	120,000	51.6%	(1,840,236)
23 Detention and/or Corrections		112,815		2.7%	(112,815)
25 Emergency Services		4,153		0.1%	(4,153)
53 Pollution Control		2,958		0.1%	(2,958)
54 Animal Control		69,418		1.7%	(69,418)
58 Code & Bldg	138,000	183,820	38,000	4.5%	(83,820)
58 Planning	10,900	118,362		2.9%	(107,462)
66 Substance Abuse		1,400		0.0%	(1,400)
71 Participant Recreation	124,770	275,432	3,300	6.7%	(153,962)
76 Parks	512,074	428,515	673,800	10.4%	(590,241)
97 Trf. From F170 CE Equip Res	123,300				123,300
Trf. From F301 Capital Improvement	150,000				150,000
Trf. To F170 CE Equip Res		85,263		2.1%	(85,263)
Trf. To F411 Water		3,000		0.1%	(3,000)
98 Non-Departmental	3,661,056				3,661,056
SIED Loan Repayment - RR Ave		23,119			(23,119)
Marudo Debt Repayment		435,040			(435,040)
Total	$5,246,399	$4,574,594	$835,100	100%	($163,295)
Ending Net Cash & Investments - Unrestricted					$436,705

CITY OF SELAH
PRELIMINARY 2016 BUDGET

	Revenues	Operating Expenditures	Capital Outlay	Revenues - (Op. Exps. & Capital Outlay)
103 FIRE CONTROL				
Beginning Net Cash & Investments				$320,000
	$1,792,418	$1,199,177	$634,989	(41,748)
Ending Net Cash & Investments				$278,252
110 CITY STREET				
Beginning Net Cash & Investments				$65,000
	$459,443	$494,281	$8,450	(43,288)
Ending Net Cash & Investments				$21,712
111 STREET IMPROVEMENT				
Beginning Net Cash & Investments				$0
	$142,924	$36,924	$106,000	0
Ending Net Cash & Investments				$0
118 CIVIC CENTER				
Beginning Net Cash & Investments				$5,000
	$91,100	$94,082		(2,982)
Ending Net Cash & Investments				$2,018

CITY OF SELAH
PRELIMINARY 2016 BUDGET

	Revenues	Operating Expenditures	Capital Outlay	Revenues - (Op. Exps. & Capital Outlay)
119 TRANSIT				
Beginning Net Cash & Investments				$150,000
	$356,420	$336,880	$0	19,540
Ending Net Cash & Investments				$169,540
121 TOURISM				
Beginning Net Cash & Investments				$0
	$25,000	$14,200		10,800
Ending Net Cash & Investments				$10,800
190 SPRSA POOL				
Beginning Net Cash & Investments				$43,000
	$172,500	$145,810	$6,700	19,990
Ending Net Cash & Investments				$62,990

CITY OF SELAH
PRELIMINARY 2016 BUDGET

	Revenues	Operating Expenditures	Capital Outlay	Revenues - (Op. Exps. & Capital Outlay)
411 WATER				
Beginning Net Cash & Investments				$750,000
	$2,406,800	$1,553,220	$658,000	195,580
Ending Net Cash & Investments				$945,580
415 SEWER				
Beginning Net Cash & Investments				$680,000
	$2,329,668	$2,245,456	$440,921	(356,709)
Ending Net Cash & Investments				$323,291
420 SOLID WASTE				
Beginning Net Cash & Investments				$450,000
	$808,800	$842,587	$0	(33,787)
Ending Net Cash & Investments				$416,213
Total Operating Funds	$13,831,472	$11,537,211	$2,690,160	

CITY OF SELAH
PRELIMINARY 2016 BUDGET

	Revenues	Operating Expenditures	Capital Outlay	Revenues - (Op. Exps. & Capital Outlay)
113 PATHS & TRAILS				
Beginning Net Cash & Investments				$7,300
	$691	$0		691
Ending Net Cash & Investments				$7,991
115 LOCAL ACCESS STREET IMPROVEMENT				
Beginning Net Cash & Investments				$192,000
	$95,100	$25,040		70,060
Ending Net Cash & Investments				$262,060
140 CONTINGENCY RESERVE				
Beginning Net Cash & Investments				$27,700
	$30	$0		30
Ending Net Cash & Investments				$27,730
150 FIRE EQUIPMENT RESERVE				
Beginning Net Cash & Investments				$108,000
	$375,000	$317,089		57,911
Ending Net Cash & Investments				$165,911

CITY OF SELAH
PRELIMINARY 2016 BUDGET

	Revenues	Operating Expenditures	Capital Outlay	Revenues - (Op. Exps. & Capital Outlay)
153 EMS EQUIPMENT RESERVE				
Beginning Net Cash & Investments				$25,800
	$25			25
Ending Net Cash & Investments				$25,825
170 CE EQUIP RESERVE				
Beginning Net Cash & Investments				$440,000
	$149,263	$123,300		25,963
Ending Net Cash & Investments				$465,963
171 PW EQUIPMENT RESERVE				
Beginning Net Cash & Investments				$165,000
	$69,000	$29,700		39,300
Ending Net Cash & Investments				$204,300
180 DRUGS & ALCOHOL COM. RESERVE				
Beginning Net Cash & Investments				$9,200
	$1,410	$0		1,410
Ending Net Cash & Investments				$10,610

CITY OF SELAH
PRELIMINARY 2016 BUDGET

	Revenues	Operating Expenditures	Capital Outlay	Revenues - (Op. Exps. & Capital Outlay)
181 CRIME PREVENTION RESERVE				
Beginning Net Cash & Investments				$1,500
	$2,010	$0		2,010
Ending Net Cash & Investments				$3,510
202 GOODLANDER LID				
Beginning Net Cash & Investments				$6,650
	$9,212	$5,285		3,927
Ending Net Cash & Investments				$10,577
220 LI GUARANTY				
Beginning Net Cash & Investments				$46,330
	$50	$0		50
Ending Net Cash & Investments				$46,380

CITY OF SELAH
PRELIMINARY 2016 BUDGET

	Revenues	Operating Expenditures	Capital Outlay	Revenues - (Op. Exps. & Capital Outlay)
301 CAPITAL IMPROVEMENT				
Beginning Fund Balance				$285,000
	$56,000	$150,000		(94,000)
Ending Fund Balance				$191,000
303 FIRE CONTROL BLDG. RESERVE				
Beginning Net Cash & Investments				$1,293
	$1	$0		1
Ending Net Cash & Investments				$1,294
308 CIVIC CENTER CAPITAL PROJECT				
Beginning Net Cash & Investments				$16,800
	$20	$0		20
Ending Net Cash & Investments				$16,820
310 CE BLDG/PROP RESERVE				
Beginning Net Cash & Investments				$487,000
	$1,500	$10		1,490
Ending Net Cash & Investments				$488,490

CITY OF SELAH
PRELIMINARY 2016 BUDGET

	Revenues	Operating Expenditures	Capital Outlay	Revenues - (Op. Exps. & Capital Outlay)
461 WATER RESERVE				
Beginning Net Cash & Investments				$898,000
	$98,000	$0		98,000
Ending Net Cash & Investments				$996,000
465 SEWER RESERVE				
Beginning Net Cash & Investments				$970,000
	$238,000	$0		238,000
Ending Net Cash & Investments				$1,208,000
470 SOLID WASTE RESERVE				
Beginning Net Cash & Investments				$63,200
	$70	$0		70
Ending Net Cash & Investments				$63,270
Summary of Funds:				
Beginning Net Cash & Investments				$6,813,773
Ending Net Cash & Investments				$6,862,832
TOTAL	$14,926,854	$12,187,635	$2,690,160	

Residential

3 hcf Water & 60 Gallon Garbage Svc

	2015 Rates	Proposed 2016 Rates	+ / -
Water	$14.74	$15.33	
Sewer	37.09	38.20	
Garbage	11.72	11.72	
	$63.55	$65.25	$1.70
Utility Tax	18.75	19.25	0.50
Total Billing	$82.30	$84.50	$2.20
			2.7%

	Proposed Rate Adj.
W Rate Adj	4.0%
S Rate Adj	3.0%
Garb Rate Adj	0.0%
Utility Tax	0.0%

10 hcf Water & 60 Gallon Garbage Svc

	2015 Rates	Proposed 2016 Rates	+ / -
Water	$23.91	$24.87	
Sewer	37.09	38.20	
Garbage	11.72	11.72	
	$72.72	$74.79	$2.07
Utility Tax	21.45	22.06	0.61
Total Billing	$94.17	$96.85	$2.68
			2.8%

40 hcf Water & Two 60 Gallon Garbage Svc

	2015 Rates	Proposed 2016 Rates	+ / -
Water	$54.51	$56.69	
Sewer	37.09	38.20	
Garbage	16.84	16.84	
	$108.44	$111.73	$3.29
Utility Tax	31.99	32.96	0.97
Total Billing	$140.43	$144.69	$4.26
			3.0%

Residential

Low-Income Senior and Low-Income Disabled - 10 hcf Water & 60 Gallon Garbage Svc

	2015 Rates	Proposed 2016 Rates	+ / -
Water	$18.11	$18.83	
Sewer	22.73	23.41	
Garbage	10.02	10.02	
	$50.86	$52.27	$1.41
Utility Tax	3.05	3.14	0.08
Total Billing	$53.91	$55.40	$1.49
			2.8%

Outside Utility Agreement - 10 hcf Water

	2015 Rates	Proposed 2016 Rates	+ / -
Water	$35.87	$37.30	
Sewer	55.64	57.31	
Garbage			
	$91.51	$94.61	$3.10
Utility Tax	27.00	27.91	0.92
Total Billing	$118.51	$122.53	$4.02
			3.4%

Outside Utility Agreement - 40 hcf Water

	2015 Rates	Proposed 2016 Rates	+ / -
Water	$81.77	$85.04	
Sewer	55.64	57.31	
Garbage	0	0.00	
	$137.41	$142.35	$4.94
Utility Tax	40.54	41.99	1.46
Total Billing	$177.95	$184.34	$6.40
			3.6%

Residential

Garbage Only - Two 60 Gallon Svc

	2015 Rates	Proposed 2016 Rates	+ / -
Water	$0.00	$0.00	
Sewer	0.00	0.00	
Garbage	16.84	16.84	
	$16.84	$16.84	$0.00
Utility Tax	4.97	4.97	0.00
Total Billing	$21.81	$21.81	$0.00
			0.0%

Duplex - 20hcf Water & Two 60 Gallon Svc

	2015 Rates	Proposed 2016 Rates	+ / -
Water	$37.49	$38.99	
Sewer	74.18	76.41	
Garbage	16.84	16.84	
	$128.51	$132.24	$3.72
Utility Tax	37.91	39.01	1.10
Total Billing	$166.42	$171.24	$4.82
			2.9%

Commercial

3 hcf Water & 60 Gallon Garbage Svc

	2015 Rates	Proposed 2016 Rates	+ / -
Water	$14.74	$15.33	
Sewer	33.70	34.71	
Garbage	11.72	11.72	
	$60.16	$61.76	$1.60
Utility Tax	17.75	18.22	0.47
Total Billing	$77.91	$79.98	$2.07
			2.7%

3 hcf Water & 1 yd 1X Garbage Svc

	2015 Rates	Proposed 2016 Rates	+ / -
Water	$14.74	$15.33	
Sewer	33.70	34.71	
Garbage	46.87	46.87	
	$95.31	$96.91	$1.60
Utility Tax	28.12	28.59	0.47
Total Billing	$123.43	$125.50	$2.07
			1.7%

10 hcf Water & 1 yd 1X Garbage Svc

	2015 Rates	Proposed 2016 Rates	+ / -
Water	$23.91	$24.87	
Sewer	33.70	34.71	
Garbage	46.87	46.87	
	$104.48	$106.45	$1.97
Utility Tax	30.82	31.40	0.58
Total Billing	$135.30	$137.85	$2.55
			1.9%

Commercial

Grocery Store, Bakeries, Restaurants, Drive-Ins, Convenience Stores - 10 hcf Water & 1 yd 1X Garbage Svc

	2015 Rates	Proposed 2016 Rates	+ / -
Water - 1" meter	$27.45	$28.55	
Sewer	45.80	47.17	
Garbage	46.87	46.87	
	$120.12	$122.59	$2.47
Utility Tax	35.44	36.16	0.73
Total Billing	$155.56	$158.76	$3.20
			2.1%

Grocery Store, Bakeries, Restaurants, Drive-Ins, Convenience Stores - 30 hcf Water & 1 yd 2X Garbage Svc

	2015 Rates	Proposed 2016 Rates	+ / -
Water - 1" meter	$58.05	$60.37	
Sewer	137.40	141.52	
Garbage	93.74	93.74	
	$289.19	$295.63	$6.44
Utility Tax	85.31	87.21	1.90
Total Billing	$374.50	$382.85	$8.34
			2.2%

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

COUNCIL MEETING ACTION ITEM

11/10/2015 J – 2

Title: Public Hearing on Chapter 10.24 of the Selah Municipal Code "Planned Development Overlay (PDO) District"

Thru: Donald Wayman, City Administrator

From: Thomas R Durant, Community Planner

Action Requested: Public Hearing / Public Meeting

Board/Commission Recommendation: Approval

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Conduct a hearing on Chapter 10.24 of the Selah Municipal Code "Planned Development Overlay (PDO) District"

Background / Findings & Facts:

The City Council repealed Chapter 10.24 Planned Development (PD) Zoning District and directed staff to prepare a new Chapter. The proposed Planned Development Overlay Zoning District is recommended by the Planning Commission to achieve the purposes of providing clearer direction to both developers proposing projects as Planned Developments and to interested residents and others to alleviate the possibility for contention and challenge.

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

COUNCIL MEETING ACTION ITEM

11/10/2015 M – 1

Title: Resolution authorizing the Mayor to sign an Information Technology Services Interlocal Agreement with the City of Yakima, a municipal corporation

Thru: Donald Wayman, City Administrator

From: Donald Wayman, City Administrator

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: $15,382.66 quarterly

Funding Source: Fund 001

Staff Recommendation:

Approval of the contract

Background / Findings & Facts:

The City of Yakima provides IT services for the City's computer network and website, and this is the formal contract stating the terms of said services.

Recommended Motion:

Approval

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

RESOLUTION authorizing the Mayor to sign an Information Technology Services Interlocal Agreement with the City of Yakima, a municipal corporation

WHEREAS, the City of Selah and the City of Yakima, municipal corporations, desire to enter into an Interlocal Agreement wherein the City of Yakima will provide Information Technology Services as described in Appendix A of the interlocal agreement; and

WHEREAS, the City of Yakima possesses the necessary resources to provide the necessary Information Systems Services to the City of Selah;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, HEREBY RESOLVES as follows:

The Mayor is authorized to sign an Information Technology Services Interlocal Agreement with the City of Yakima.

PASSED this 10th day of November, 2015.

_____
John Gawlik, Mayor

ATTEST:

_____
Dale Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

_____
Robert F. Noe, City Attorney

CITY OF YAKIMA
INFORMATION TECHNOLOGY SERVICES
INTERLOCAL AGREEMENT

THIS INFORMATION TECHNOLOGY SERVICES INTERLOCAL AGREEMENT (hereinafter "Agreement"), is made and entered into by and between the CITY OF YAKIMA, Washington, a municipal corporation (hereinafter "City"), and the City of Selah (hereinafter the "User Agency") in accord with the requirements of RCW 39.34, the Interlocal Cooperation Act. The purpose of this Agreement is to define the scope of services contracted by the User Agency from the City, set forth the compensation to be paid by the User Agency for such services, and enumerate other related provisions that contribute to the mutual benefit of the parties to this Agreement.

WITNESSETH

WHEREAS, the User Agency desires Information Technology Services as described in the Appendix to this Agreement; and

WHEREAS, the City of Yakima possesses the necessary resources to provide the Information Systems Services to the extent described in this Agreement and is willing to do so according to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of mutual promises contained herein and the mutual benefits to be derived hereunder, the parties agree as follows:

A. THE CITY OF YAKIMA WILL:

1. Implement, administer and maintain the services described in the Appendix to this Agreement.

2. Give the User Agency at least seven (7) days' advance written notice of any change in operation, computer hardware, or software that may foreseeably adversely affect the User Agency, excluding normal upgrades of the operating system or software and excluding emergency operational requirements.

3. Use a reasonable standard of care to insure the security of User Agency data, which shall be no less than the precautions the City of Yakima uses to protect its own confidential information.

B. THE USER AGENCY WILL:

1. Provide and maintain any additional computer hardware and/or software necessary for the operation of the system(s) described in the Appendix beyond the hardware explicitly provided by the City of Yakima pursuant to this Agreement. All such equipment and/or software must be approved by the City of Yakima prior to connection to the system, which approval will not be unreasonably withheld.

2. Provide any hardware deemed necessary by the City of Yakima to protect the City of Yakima's computer equipment from potential damage caused by the User Agency's hardware.

3. Provide security for criminal record information and/or private, personal, or confidential information contained in the services being provided.

4. Maintain service agreements on major third party applications such as; financial system, utility billing, etc.

5. Be responsible for ensuring that all software is legally licensed for the intended use.

C. Record Retention and Public Disclosure:

1. The City shall be responsible for maintaining disaster recovery copies of the User Agency's data stored on the servers provided for and managed by the City. Disaster recovery copies shall be maintained a minimum of one month from creation. The purpose of disaster recovery copies is protection against catastrophic failure resulting in the loss of the User Agency's data. These records shall not be available for or relied upon for incidental data recovery purposes.

2. It shall be the User Agency's sole responsibility to have policies and procedures in place that govern records retention and archiving of state mandated records. These archives shall be maintained on the servers

provided for the User Agency and shall be backed up for disaster recovery as indicated in C(1).

3. It shall be the User Agency's sole responsibility to respond to any Public Documents Requests (PDR). The City shall provide technical assistance and training if needed.

D. EFFECTIVE DATE & TERMINATION

1. The effective date of this Agreement is January 1, 2016. This Agreement shall continue in duration until terminated by either party in accordance with Section D(2) of this Agreement or superseded by a subsequent agreement.

2. This Agreement may be terminated by either party, with or without cause, by giving written notice to the other party at least sixty (60) days in advance of the intended date of termination.

E. CHARGES & BILLING

1. **Quarterly Payments**. The User Agency shall be billed during each quarter of the calendar year for one quarter of the annual services costs. The User Agency shall pay for each year's billing for services within thirty (30) days after billing by Yakima. Payment shall be made to Yakima City Treasurer, 129 North 2nd Street, Yakima, Washington.

2. Prior to October 1st of each year during the term of this Agreement, the City shall provide notice in writing to the User Agency of the fees that will be charged during the subsequent year for the services identified in the Appendix.

3. The User Agency may request additional services beyond those described in the Appendix. In such event, the City Manager (or his designee) is authorized to negotiate a mutually agreeable sum for such additional services. A description of the additional services and consideration shall be reduced to writing in a document signed by the parties. This document shall be made an addendum to this Agreement.

F. LIABILITY OF THE CITY OF YAKIMA

The City of Yakima shall not be liable to the User Agency, its elected officials, officers, employees, and agents for failure to provide, or delays in providing, services herein, if due to any cause beyond the City of Yakima's control, such as, but not limited to, power outage, fire, water, energy shortages, failure of its communications or computer hardware or operating system, natural disaster, or inability to provide or continue to provide the agreed upon services due to a court ruling or other legal action adverse to the City of Yakima or this Agreement.

G. INDEMNIFICATION/PROMISE NOT TO SUE

1. The User Agency agrees to hold harmless, indemnify, protect, and defend the City, its elected officials, officers, employees, and agents from and against any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) that result from or arise out of the sole negligence or intentionally wrongful acts or omissions of the User Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of this Agreement.

2. In the event that the officials, officers, agents, and/or employees of both the City and the User Agency are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

3. Nothing contained in this Section or this Agreement shall be construed to create a liability or right of indemnification in any third party.

H. TERMS TO BE EXCLUSIVE

The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. In the event the User Agency issues a purchase order, memorandum, specifications, or other instrument

covering the services herein provided, such purchase order, memorandum, specifications, or instrument is for the User Agency's internal purposes only and any and all items and conditions contained therein, whether printed or written, shall be of no force or effect. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties hereto solely and not for the benefit of any other person, persons, or legal entities.

I. REPRESENTATIONS & WARRANTIES

1. The User Agency acknowledges that it has not been induced to enter into this Agreement by any representation or statements, oral or written, not expressly contained herein or expressly incorporated by reference.

2. The City of Yakima makes no representations, warranties, or guaranties, express or implied, other than the express representations, warranties, and guaranties contained in this Agreement.

J. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the City of Yakima and the User Agency.

K. ASSIGNMENT

This Agreement may not be assigned by either party hereto without the prior written consent of the other party.

L. TIME IS OF THE ESSENCE

Time and the punctual performance of each and all of the terms, provisions, and conditions of this Agreement are of the essence.

M. NON-WAIVER

The waiver by the User Agency or the City of the breach of any provision of this Agreement by the other party shall not operate or be

construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

N. SURVIVAL

Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

O. WRITTEN NOTICE

All notices required by or sent under this Agreement shall be in writing, shall be delivered personally to the recipient, or sent by means of certified mail with full postage prepaid, return receipt requested. Any written notice hereunder shall become effective as of the date when mailed or personally delivered. Notices to the City of Yakima shall be delivered to the Yakima Information Technology Manager at 129 North 2nd Street, Yakima, Washington 98901. Notices to the User Agency shall be delivered to City of Selah, City Adminstrator, 115 W Naches Ave., Selah, WA 98942.

P. SEVERABILITY

1. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

2. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Q. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

R. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in a court of competent jurisdiction located in Yakima County, Washington.

S. AUTHORITY

The person executing this Agreement on behalf of the User Agency represents and warrants that he or she has been fully authorized by the governing body of the User Agency to execute this Agreement on its behalf and to legally bind the User Agency to all the terms, performances and provisions of this Agreement.

T. RECORDING OF AGREEMENT

A copy of this Agreement shall either be recorded with the Yakima County Auditor or alternatively, listed by subject on the participating parties' web site or other electronically retrievable public source, in accord with RCW 39.34.040.

CITY OF YAKIMA

_____
Tony O'Rourke, City Manager

Date:_____

ATTEST:

_____
City Clerk

Contract No._____

CITY OF SELAH

_____
Mayor

Date: _____

ATTEST:

_____
Dale Novobielski, Clerk/Treasurer

APPENDIX A

CITY OF YAKIMA
INFORMATION TECHNOLOGY SERVICES AGREEMENT

The City of Yakima will provide services as described below to all City of Selah departments. Each department's equipment and services, as described in the attached inventory, will be billed at the rate provided by the City per Section D of this agreement. All hardware purchases are the responsibility of the City of Selah and are not included in the service agreement.

Services the City shall provide:

1) All required network access and licensing.
2) Internet and email services
3) Internet and network security licensing, software and monitoring
4) Disaster Recovery services.
5) Network storage for all of the User Agency's data
6) The Police and Fire departments mobile IT services to include Netmotion. **Does not** include services provided through YAKCORPS, Spillman Computer Aided Dispatch system.
7) Annual technical services to ensure User Agency's equipment operate within the parameters of the system providers.
8) Equipment repair will only be to the extent of identifying the cause of the issue as hardware versus software. Minor hardware repairs may be made but parts costs are not included in this agreement.
9) Help Desk support during normal business hours and emergency IT support 24 hours a day.
10) The in-house resources necessary to ensure the system continues to operate within the limitations set forth by the system providers.

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

COUNCIL MEETING ACTION ITEM

11/10/2015 M – 2

Title: Resolution Approving the Preliminary Plat of "Speyers Court" (912.61.14-03) and Adopting Findings and Conditions of Preliminary Plat Approval

Thru: Donald Wayman, City Administrator

From: Thomas R Durant, Community Planner

Action Requested: Approval

Board/Commission Recommendation: Denial

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Approval.

Background / Findings & Facts:

Hearing Examiner conducted open record public hearing July 31, 2014. Prepared Findings and Conclusions recommending Denial based on non-conformance with Comprehensive Plan policies including the density applicable to Low Density Residential areas and the relaxation of zoning regulations without corresponding design benefits or amenity improvements such as open space and landscaping. Subsequent to the hearing, the comprehensive plan designation was changed from Low Density Residential to Moderate Density Residential. See the Hearing Examiner's August 14, 2014 recommendation and the July 24, 2014 staff report for additional findings.

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Recommended Motion:

I move the Council reject the Hearing Examiner's recommendation to deny Speyers Court Planned Development, approve the Speyers Court Preliminary Plat and adopt the Findings and Conclusions of the July 24, 2014 staff report and additional findings, conclusions and conditions recommended by staff.

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Record of all prior actions taken by the City Council and/or a City Board, City Committee, Planning Commission, or the Hearing Examiner (where applicable)

Date:	Action Taken:
7/31/2014	Hearing Examiner Open Record Public Hearing
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.

RESOLUTION NO. _____

RESOLUTION APPROVING THE PRELIMINARY PLAT OF "SPEYERS COURT" (912.61.14-03) AND ADOPTING FINDINGS AND CONDITIONS OF PRELIMINARY PLAT APPROVAL

WHEREAS, on November 10, 2015 the City of Selah City Council considered Preliminary Plat No. 912.61.14-03 known as "SPEYERS COURT" located at 600 Speyers Road. Yakima County Taxation Parcel Numbers: 181435-13493; and,

WHEREAS, The Hearing Examiner previously conducted an open record hearing on the application and at that time recommended denial of the preliminary plat because the Comprehensive Land Use Plan designated the subject property as low density residential and the property was zoned R-1; and,

WHEREAS, the Comprehensive Plan designation was subsequently amended to medium density residential and the subject property was re-zoned to R-2 to correct a prior mapping error affecting the property;

WHEREAS, the City of Selah Council has considered the Hearing Examiner's findings of fact and conclusions and the City staff report dated July 24, 2014 in light of the corrected Comprehensive Plan density and zoning for the subject property and is persuaded that the Planned Development meets the requirements of Chapter 10.24 SMC and, as a result, has adopted findings of fact and conclusions that the Preliminary Plat be conditioned as recommended by City Staff; and,

WHEREAS, the City Council considered the elements of public use and interest to be served by such platting, and

WHEREAS, the City Council considered the elements of public health, safety, and general welfare pertaining to the preliminary plat;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that Preliminary Plat No. 912.61.14-03 designated as "Speyers Court" be approved and that the Findings and Conclusions set forth in the staff report be adopted with the four (4) specific conditions recommended by the July 24, 2014 staff report and four (4) additional specific conditions, a copy of which is subjoined hereto, and by this reference incorporated herein as if fully set forth.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 10th day of November, 2015.

_____
John Gawlik, Mayor

ATTEST:

_____
Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

_____
Robert Noe, City Attorney

CONDITIONS OF PRELIMINARY PLAT APPROVAL

1. All design and/or improvement notations indicated on the preliminary plat are included herein as conditions of preliminary plat approval (i.e., private easement width and locations, lot sizes and lot configuration, etc.).

2. Final lot dimensions and lot area must substantially conform to the preliminary plat unless otherwise amended during the public hearing process.

3. The following note must be placed on the final plat map:

   "The Speyers Court Homeowners Association, any grantees and assignees in interest, hereby covenant and agree to retain all surface water generated within the plat on-site."

4. The 'Speyers Court Declaration of Covenants, Conditions and Restrictions' shall be recorded simultaneously with the final plat map.

5. Planned development shall be in substantial conformance to the project design as described in the project narrative, application materials and on the face of the preliminary plat entered into the record at the time of the hearing. Setbacks, building height and lot coverage shall conform to the building configurations, plans and elevations included in the final plan and program and shown on the currently proposed preliminary plat. Standards not otherwise provided for in these documents shall be to the standards required in the R-2 district by the zoning ordinance.

6. An easement for the Open Space Park Area as depicted on the Preliminary Plat and clearly showing its appurtenance to all of the lots in the Planned Development shall be dedicated on the final plat.

7. To avoid confusion, the Plat shall be recorded with a name, approved by City staff that is different from that of other recorded plats or condominiums in Yakima County.

8. Improvements required for the subdivision must be completed and the final plat must be submitted within the maximum time period required by RCW 58.17.140. A one-time, one-year extension may be authorized in accordance with SMC 10.50.033(c) but the request must be made before the initial time period ends.

RECOMMENDED FINDINGS AND CONCLUSIONS
Selah Urban Area Comprehensive Plan
Future Land Use Map Amendment 15-01

October 20, 2015

This matter having come on for public hearing before the Selah Planning Commission on October 6, 2015 and continued to October 20, 2015 for the purpose of an application by Carl and Candi Torkelson to change the Future Land Use designation of Parcel 181435-31024 from Moderate Density Residential to High Density Residential.

Members of the Commission present at the public hearing were Quinnell, Smith and Miller.

Legal notification pursuant to Selah Municipal Code was given on August 26 and September 25, 2015. All persons were given the opportunity to speak for against the proposed Comprehensive Plan Amendment.

1. The Commission adopts the staff findings and report as to the existing use, zoning and future land use designation of the subject and adjacent properties.

2. Owners of adjacent lands expressed Disapproval of the proposal.

3. The majority of comments received were in opposition to the proposal.

4. The Planning Commission adopts the following findings from the September 9, 2015 staff report:

    a. The proposed plan amendment is consistent with the goals, objectives, mapping criteria and policies of the comprehensive plan: Single-family dwellings and R-2 zoning is not inconsistent with the High Density Residential (HDR) Plan designation. A density of greater than 12 dwelling units per acre is inconsistent with the Moderate Density Residential Plan designation, but consistent with the HDR designation. The property is served by municipal utility services and it does not comprise or encourage sprawl. It is consistent with providing for a variety of residential densities and housing types. The common open space and provision for vehicular access from the north as depicted on the site plan submitted with the application is consistent with the HDR plan designation and Plan Policy TRAN 1.4.

    b. The proposed Plan Amendment better implements applicable Comprehensive Plan policies because existing development of the site conforms to the maximum density and it does not require the conversion of the older house on the property to a non-residential use or its removal.

c. The proposed plan amendment has minimal cumulative impact when combined with the one other plan amendment application under consideration in this annual review because the potential for an increase in the number of dwelling units on this site resulting from the proposed change is limited to one unit. The proposal results in a slight increase in acreage designated for high density residential with a corresponding decrease in the acreage designated for moderate density residential, the increase in the number of units resulting from both plan amendments is no more than two and probably less.

d. The public need for the proposed plan amendment is better utilization of existing buildings on the site. The changed circumstances include the change in the Future Land Use Designation that was made in 2006 as noted in the comprehensive plan. Prior to that date and at the time the Plan was adopted in 2005, the minimum area that could be designated High Density Residential was one acre.

e. The proposed plan amendment does not require changes to implementing regulations in order for them to remain consistent with the Comprehensive Plan. This is primarily because R-2 zoning is not inconsistent with the Moderate Density Residential plan designation.

f. No inconsistencies with Countywide Planning Policies have been identified.

g. The proposed plan amendment, located well inside the City Limits does not conflict with comprehensive plans adopted by Yakima County or other cities with which Selah has common borders or related regional issues.

h. Suitability of the site is supported by the existing development of the site, its location in an urbanized and fully developed part of the City and full range of transportation, utilities and City services at the site.

5. Circumstances of this application that make it unique include the location of a City sewer line across the subject property in a location that was not disclosed on the title, the necessity for the applicant to make an unexpected change in plans resulting in a smaller dwelling unit than planned for along with the otherwise unusable house and direction given to the applicant at the time by City staff.

6. Had the applicant been able to develop the site as planned, there would have been two dwelling units of the same size, rather than the larger 1,300 square foot unit and the smaller 560 square foot unit that was developed due to the existence of the sewer line and required setbacks from it.

7. The decisions by the applicant to allow the existing house to remain and the application for plan amendment were made at the direction of City staff.

8. By recognizing the existing unoccupied house and allowing its occupancy, under the unique circumstances described above, the proposed plan amendment is consistent with the goals and policies of the comprehensive plan and corrects the errors made previously that led up to this situation. By making this a controlling factor, this action will not be considered a precedent for future plan amendments where all of the same factors are not also present thereby maintaining consistency with Policy HSG 1.1 to discourage taking an action that could lead to the incremental conversion of single-family dwellings in this area.

9. The Commission finds that the present and future needs of the community will be adequately served and the community as a whole will benefit rather than being injured by the proposal.

10. Environmental Review has been completed, a Determination of Nonsignificance was issued and the Commission is satisfied that environmental review was completed in compliance with Selah Municipal Code Chapter 11.40.

11. The Commission determines that finding #8 to be the controlling factor in its deliberations on the Comprehensive Plan amendment. The Commission is willing to approve this amendment on assurance that it will not set a precedent anywhere in the City.

DECISION

The Commission, based on these findings, conclusions and controlling factors finds that the Selah Urban Area Comprehensive Plan Future Land Use designation of Parcel 181435-31024 should be changed from Moderate Density Residential to High Density Residential.

Motion to Approve by: Smith Second by Miller Vote 3 – 0

CITY OF SELAH PLANNING COMMISSION

STAFF REPORT

September 9, 2015

APPLICATION: Urban Growth Area Plan Amendment 2015-1

PROPOSAL: Amend the Future Land Use Map of the Selah Urban Growth Area Comprehensive Plan to change the designation of a 0.18 acre parcel from Moderate Density Residential (MDR) to High Density Residential (HDR).

APPLICANT & PROPERTY OWNER: Carl & Candi Torkelson

LOCATION: 905 W. Fremont Avenue. On the north side of Fremont Avenue 100 feet west of North 10th Street. (Tax Parcel Number: 181435-31024).

APPLICATION AUTHORITY AND JURISDICTION: Selah Municipal Code, Chapter 10.40 (Amendments) as it pertains to zoning map amendments. A rezone is not being requested at this time.

PUBLIC FACILITIES AND UTILITY SERVICES: Utilities and services are fully available to this developed site. It fronts on W. Fremont Avenue, which in this location is a three lane minor arterial street. The site plan submitted with the application shows proposed access to at least one of the residential units on the property from the Planned Development to the north of the site.

LAND USE, ZONING & COMPREHENSIVE PLAN: The site is zoned R-2, designated Moderate Density Residential by the Comprehensive Plan and has three detached single family residential structures on the site. Two were constructed in the last five years. The third house, not currently occupied, was built in 1939.

Adjacent Properties

Location	Zoning	Comprehensive Plan	Land Use
North	PD	Moderate Density Residential	5 single family unit Planned Development
East	R-2	Moderate Density Residential	Single-family dwelling on 0.33 acre lot
South	R-1	Low Density Residential	Single family homes on 0.27 to 0.29 acre lots
West	R-2	Moderate Density Residential	Single family dwelling on 0.14 acre lot Vacant 0.04 acre lot

AGENCY NOTIFICATION & ENVIRONMENTAL REVIEW: A Determination of Nonsignificance (DNS) (971.61-64.15-09) was issued on August 26, 2015 and finalized on September 9, 2015. The SEPA determination was issued for and considered both proposed comprehensive plan amendments pursuant to the requirements of RCW 36.70A.130(2)(b) and SMC 10.40.040(1) that the cumulative effects of all proposed plan amendments be considered.

The Washington State Department of Commerce was notified as required by RCW 36.70A.106. Commerce forwarded the notice to other State agencies. As of the date of this report, no comments have been received.

COMPREHENSIVE PLAN AMENDMENT: The application proposes the comprehensive plan amendment in order to bring the residential density of the parcel accounting for all three dwelling units into consistency with the Comprehensive Plan. The existing density would be 16.7 dwelling units per acre, exceeding the maximum density of 12 dwelling units per acre specified for the Moderate Density Residential future land use map designation.

The application also includes a site plan showing the configuration of the dwelling units on the property and proposed driveway access from the north. It also shows a proposed common area. Currently, access to both occupied dwelling units is from Fremont Avenue.

Moderate Density Residential

The current future land use designation is described in the comprehensive plan as:

> "... areas of predominately moderate density residential development, up to 12 dwelling units per gross acre. Clustering of dwelling units, within the permitted density range, is highly encouraged to preserve open space, steep slopes, drainage ways, etc. The predominate use is two-family, townhouses and condominium dwellings with a mix of single-family and multi-family residences. The mix of housing types will be limited by the maximum permissible density and zoning standards will regulate development to assure compatibility. As with low density residential development, moderate density residential development will be served primarily by municipal utility services and/or private community water and sewage systems that are designed for future connection to Selah's municipal system."

High Density Residential

The proposed future land use designation is described by the Comprehensive Plan as follows:

> "This use category provides areas of high-density residential development, up to 24 dwelling units per gross acre. Each development is intended to provide usable open space for the enjoyment of the residents therein. The primary use is multi-family (i.e., apartments, townhouse and condominium) dwellings. The High Density Residential Use category is designed to accommodate compact development served by municipal utility services."

The use of the subject property is consistent with both the Moderate Density and High Density Residential future land use map descriptions. Single family dwellings are called out as permitted in Moderate Residential Density areas. While the High Density Residential description does not specify them by name, the "primary use" of multi-family dwellings does not appear to limit the plan designation to that type. The existing density of the subject property of just under 17 dwelling units per gross acre is consistent with High Density Residential and inconsistent with Moderate Density Residential.

Currently the R-3 zoning district does not permit single family dwellings (SMC 10.28.020, Table 10.28.A-5). It does permit duplexes, even though based on the definitions in both the Comprehensive Plan (Appendix 'C', pp. 123 - 126) and SMC 10, a duplex is not a multiple-family dwelling. The R-3 zone also permits multiple family dwellings at any density from 0 to more than 12 dwelling units per acre. Based on this and the description of the High Density Residential future land use classification, primarily "up to 24 dwelling units per gross acre" R-2 zoning is not inconsistent with the HDR plan designation.

Comprehensive Plan Goals, Policies and Objectives

Policy LUGM 3.2: Direct development to areas where infrastructure (water, sewer and streets) is either present, can be easily extended, or is planned to be extended.

Policy LUGM 3.3: Conserve land, energy and financial resources by minimizing urban sprawl.

Housing Goal: Encourage the availability of affordable housing to all economic segments of the population, promote a variety of residential densities and housing types and encourage preservation of existing housing stock.

Objective HSG 1: Maintain and upgrade the character of existing residential neighborhoods.

Policy HSG 1.1: Discourage rezoning which would allow incremental conversion of existing single-family dwellings to duplexes or multi-family dwellings.

Objective HSG 2: Encourage new residential development to approximate existing residential densities and housing mix levels.

Policy HSG 2.1: Encourage the combined net density of all residential development to remain at present levels. Exceptions to this policy should be permitted where the developer can demonstrate that the quality of the project design, construction and amenities warrants a different housing density.

Policy HSG 2.2: Ensure codes and ordinances promote and allow for a compatible mix of housing types in residential areas.

Objective HSG 3: Minimize the negative impacts of medium and high-density residential projects on adjacent low-density residential areas, but encourage mixed use/density projects.

Objective HSG 4: Encourage new residential construction to be compatible with existing residential development.

Policy HSG 4.1: Encourage developers to use private covenants and deed restrictions which specify architectural, maintenance and landscaping standards within their development.

Policy TRAN 1.4: Curb cuts onto collector and arterial streets should be kept to a minimum through the following techniques:

1. The provision of reverse frontage roads.
2. The use of intersecting streets as access points; and

3. Internal design of subdivisions.

Most of these plan policies are neutral to this proposal based on the existing buildings and the limited size of the site for future development. Providing for the occupancy of the existing older house is consistent with the preservation of existing housing stock. The site is in a highly developed area served by municipal utility services and does not comprise or encourage sprawl. It is consistent with providing for a variety of residential densities and housing types. Providing for access to the site from the north, rather than additional traffic on Fremont Avenue is consistent with Policy TRAN 1.4 to keep curb cuts on arterial and collector streets to a minimum. Providing for the open space as shown on the site plan is consistent with the High Density Residential future land use designation where it states that each development is intended to provide usable open space for the enjoyment of the residents therein.

OTHER CONSIDERATIONS:

The following recommended findings consider factors required or typically considered for comprehensive plan amendments.

1. The proposed plan amendment is consistent with the goals, objectives, mapping criteria and policies of the comprehensive plan: Single-family dwellings and R-2 zoning is not inconsistent with the High Density Residential (HDR) Plan designation. A density of greater than 12 dwelling units per acre is inconsistent with the Moderate Density Residential Plan designation, but consistent with the HDR designation. The property is served by municipal utility services and it does not comprise or encourage sprawl. It is consistent with providing for a variety of residential densities and housing types. The common open space and provision for vehicular access from the north as depicted on the site plan submitted with the application is consistent with the HDR plan designation and Plan Policy TRAN 1.4.

2. The proposed Plan Amendment better implements applicable Comprehensive Plan policies because existing development of the site conforms to the maximum density and it does not require the conversion of the older house on the property to a non-residential use or its removal.

3. The proposed plan amendment has minimal cumulative impact when combined with the one other plan amendment application under consideration in this annual review because the potential for an increase in the number of dwelling units on this site resulting from the proposed change is limited to one unit. The proposal results in a slight increase in acreage designated for high density residential with a corresponding decrease in the acreage designated for moderate density residential, the increase in the number of units resulting from both plan amendments is no more than two and probably less.

4. The public need for the proposed plan amendment is better utilization of existing buildings on the site. The changed circumstances include the change in the Future Land Use Designation that was made in 2006 as noted in the comprehensive plan. Prior to that date and at the time the

Plan was adopted in 2005, the minimum area that could be designated High Density Residential was one acre.

5. The proposed plan amendment does not require changes to implementing regulations in order for them to remain consistent with the Comprehensive Plan. This is primarily because R-2 zoning is not inconsistent with the Moderate Density Residential plan designation.

6. No inconsistencies with Countywide Planning Policies have been identified.

7. The proposed plan amendment, located well inside the City Limits does not conflict with comprehensive plans adopted by Yakima County or other cities with which Selah has common borders or related regional issues.

8. Suitability of the site is supported by the existing development of the site, its location in an urbanized and fully developed part of the City and full range of transportation, utilities and City services at the site.

RECOMMENDATION: Staff recommends **APPROVAL** of the proposed change from Moderate Density Residential to High Density Residential and adoption of the Findings numbered 1 through 8 from the staff report in support of this decision.

CITY OF SELAH
COMPREHENSIVE PLAN
AMENDMENT APPLICATION

FILE NO: SEPA:_____
DATE FEE PAID: RECV'D BY:_____

INSTRUCTIONS --- PLEASE READ PRIOR TO COMPLETING APPLICATION

- Please type or print your answers
- Answer all questions completely. If you have questions about this form or the application process, call the Selah Planning Department at (509) 698-7365
- Remember to bring all necessary attachments and the application fee when the application is submitted.
- The City will not accept an application for processing unless it is complete and the application fees paid. Application fees are non-refundable
- Application fee is $ 400.00
- Minimum one (1) copy of the proposed comprehensive plan amendment map (8½ X 11) or (11 x 17)---REQUIRED
- Title report (must be current and reflect the undersigned signatures)--- REQUIRED
- Complete and full legal description of the property--- REQUIRED

NAME / ADDRESS OF INDIVIDUAL COMPLETING THIS APPLICATION:	NAME: Carl + Candi Torkelson SIGNATURE: Carl L Tork STREET: 101 Heritage Hills Dr Selah CITY: Selah STATE: WA ZIP: 98942 PHONE: 509-697-3305
NAME / ADDRESS OF LEGAL OWNER OF PARCEL(S) AND OWNER'S INTEREST IN THE PROPERTY ASSESSOR'S PARCEL NUMBER 181435 - 31024	NAME: Same as above SIGNATURE: STREET: CITY: STATE: ZIP: PHONE: CHECK ONE: [X] FEE SIMPLE OWNER [ ] CONTRACT PURCHASER [ ] OTHER
Existing Comprehensive Plan Designation and Proposed Comprehensive Plan Designation	EXISTING COMPREHENSIVE PLAN DESIGNATION: R-2 PROPOSED COMPREHENSIVE PLAN DESIGNATION: R-3 high density

PROPERTY PROPOSED FOR CHANGE CONTANINS WHAT EXISTING LAND USES: R-2 Multifamily

PROPERTY PROPOSED FOR CHANGE CONTAINS OR IS SERVED BY WHICH EXISTING UTILITIES: (provide map)
All City Utilities, water, sewer, gas

ADJACENT LAND USES: Multi family

ADJACENT ZONING DESIGNATIONS: PD + R-2

ASSESSOR'S TAX PARCEL NUMBER: (list all) 181435-31024

CERTIFICATION
I certify that the information on this application is true and correct to the Best of My Knowledge.

Date: 7-29-14 Signature of Property Owner or Authorized Agent Carl L Tork

Revised 06/27/14

TORKELSON
Construction, Inc.

P.O. Box 292
Selah, Washington 98942
Phone: (509) 697-3305
Fax: (509) 697-3504
torkelson@fairpoint.net

Carl Torkelson
Cell: (509) 945-0133
Candi Torkelson
Cell: (509) 961-7656

Why Pay $1000's More? Buy Builder Direct!

February 17, 2015

City of Selah
Planning Commission
113 West Naches Avenue
Selah, WA 98942

RE: 905 A & B W. Fremont Avenue - Parcel # 181435-31024

To Whom it May Concern:

I would like my comprehensive plan amendment to go before the Planning Commission for recommendation and then go to City Council for final decision.

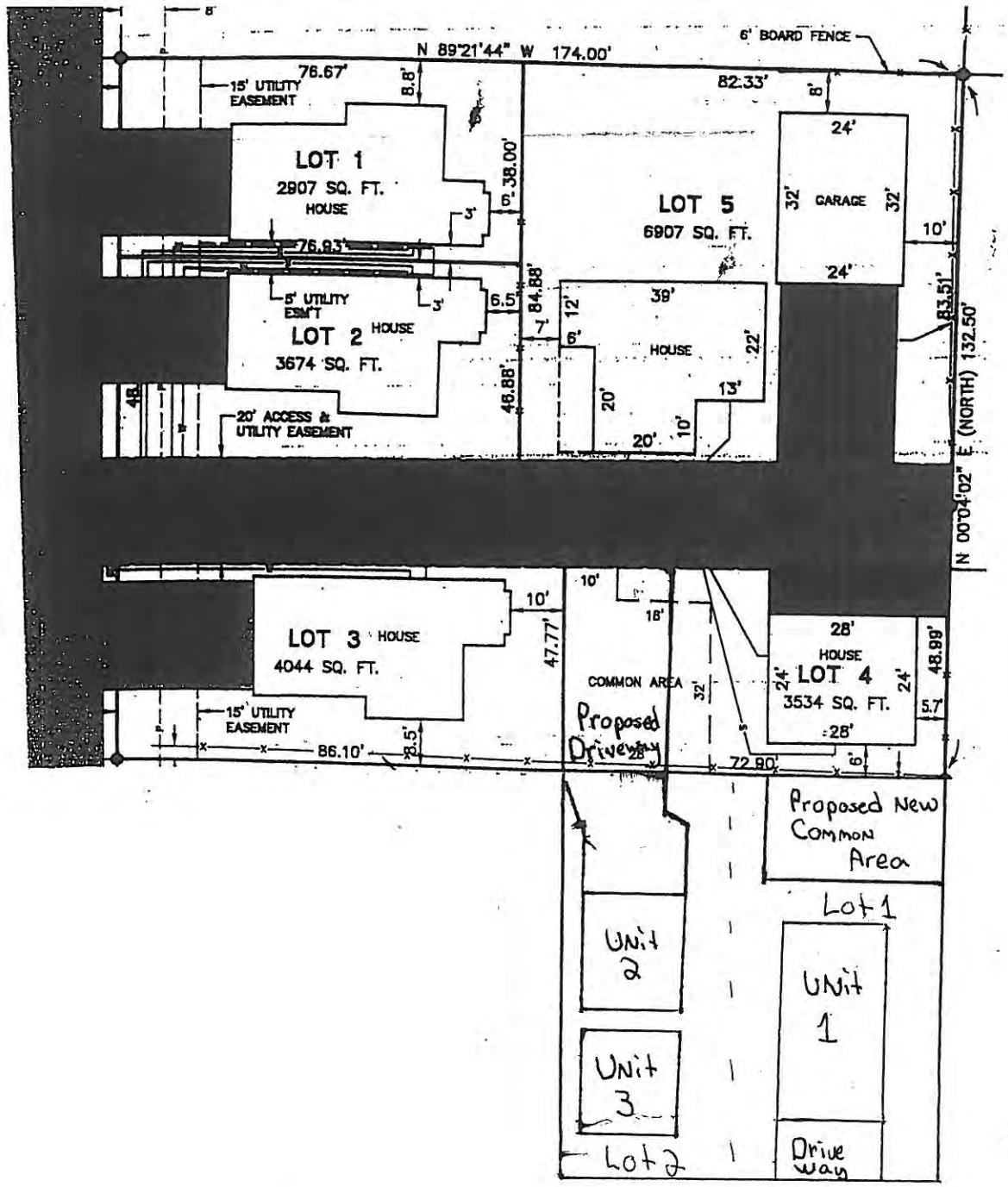
Thank you,

Carl Torkelson

Why Pay $1000's More? Buy Builder Direct!

Builder reserves the right to change floor plan or elevations

905 A+B
Freemont
Torkelson



desktop.ini

From:Peter Erickson
903 W.Fremont Ave.
Selah Wa.98942

OCT 1 2015
CITY OF SELAH
PUBLIC WORKS

October 1, 2015

To: City of Selah Planning Department,

This letter is concerning, The Proposed 2005 UGA Plan Amendment 2015-1: For 905 W. Fremont ave. Selah Wa. Carl and Candi Torkelson.

This proposal to change the zoning at 905 fremont ave. has many problems that need to be adressed. First of all, The City sewer system is already not keeping up with demand of the added homes that Mr. Torkelson has built at 905 Fremont and surrounding lots. The house at 903 and 1/2 located downhill from me. (My neighbor Chris) has had many problems with the sewer backing up the mainline and exploding raw sewage into his bathroom. Now,the house 903 and 1/2 has installed sewer backflow protection. So the next time the sewer overloads the mainline it will be exploding raw sewage into my bathroom. I would like to see a plan to solve this problem a.s.a.p.

Also, My fence has been broken down and ruined by Mr.Torkelsons Development of a driveway up against the fenceline. It is being pushed over by the driveway built so close the fence. Mr.Torkelsons Tenants have backed into the fence with their cars many times. I have had to repair it many times, but now the wooden section of the fence has been hit by cars so many times that it is beyond repair and has been pushed off the property line and is leaning against my bushes and trees. Mr.Torkelson agreed to rebuild the fence and restore the propertyline a few years ago, but I have never heard back from him. I would like to see a plan to solve this problem also.

There are also many other problems and concerns with this proposal. I may write a follow up letter to this and make up a list of more things that need to be adressed at the meeting.

Thank you.

Peter erickson

To Whom It May Concern:

I have lived in Selah for 45 years. I am not opposed to Selah growing, but am strongly against making high density for Freemont, Speyers, or our other streets. These streets should be low density.

I have seen the houses on Freemont and can't even imagine how a fire truck could get to them in case of an emergency. Also I understand there was a problem with the sewer, because of too many units in one small area.

The new units beside the high school are also a concern. No sidewalks are required? I was also told there was a broken gas line recently and the gas company had not been contacted ahead of time that there was going to be digging. The big question is why wasn't the high school and surrounding houses evacuated with the gas leak?

Another concern is with so many units going in the schools will be overcrowded.

Thank you!

Sincerely,

Janet Ries

OCT 7 2015
CITY OF SELAH
PUBLIC WORKS

PETER ERICKSON
903 W. FREMONT AVE.
SELAH, WA.
98942

10/21/15

OCT 21 2015
CITY OF SELAH
PUBLIC WORKS

TO: THE CITY OF SELAH
PLANNING DEPARTMENT

THIS IS A PROPOSAL TO CHANGE THE DENSITY OF MY LOT LOCATED AT 903 W. FREMONT AVE. FROM MEDIUM DENSITY TO HIGH DENSITY RESIDENTIAL.

THIS IS ALSO A COMPLAINT LETTER ABOUT THE PLANNING COMMISSION MEETING LAST NIGHT 10/20/15. NOBODY GOT A CHANCE TO SPEAK OUT ON THE AGENDA OF THE CHANGING OF THE DENSITY OF LOT 905 FREMONT AVE. MR. TORKELSON GOT TO SPEAK, THEN IT WENT TO VOTE IMMEDIATELY. NOBODY ELSE WAS GIVEN THE OPPORTUNITY TO SPEAK.

IF I HAVE TO LIVE NEXT TO A H.D.R. LOT. I SHOULD BE ABLE TO CHANGE MY LOT TO H.D.R. SO I CAN DEVELOP AND SELL TOO. I USED TO LIKE LIVING AT 903 FREMONT. BUT NOW, I AM FORCED TO LIVE NEXT TO A H.D.R. DEVELOPMENT. A DEVELOPMENT THAT NEVER SHOULD HAVE BEEN BUILT. THIS DEVELOPMENT AT 905 FREMONT WAS AN ILLEAGAL DEVELOPMENT FROM THE START AND IS IN VIOLATION OF ZONING CODES.

WHEN ZONING LAWS GET BROKEN, PEOPLES PROPERTY RIGHTS AND PRIVACY RIGHTS GET STEPPED ON. I DONT UNDERSTAND WHY A DEVELOPMENT THAT VIOLATES ZONING LAWS WAS ALLOWED TO BE BUILT TO BEGIN WITH.

AND NOW IS IT FAIR TO THE NEIGHBORHOOD TO CHANGE THE DENSITY OF 905 FREMONT TO H. D. R. (GHETTO STATUS)? HOW CAN SOMTHING THAT [redacted] WAS WRONG TO BEGIN WITH, BE LET ALLOWED TO PLANT THE SEED TO TURN OUR NICE NEIGHBORHOOD INTO AN URBANIZED GHETTO.

IN MY CASE, MY PRIVACY AND PRORERTY VALUE HAS BEEN NEGITIVELY AFFECTED BY THIS ZONE VIOLATING DEVELOPMENT.

I TALKED TO A REAL ESTATE PERSON AND I WAS TOLD MY PROPERTY IS MUCH LESS DESIRABLE NOW AND WORTH $10,000.00 TO $20,000.00 LESS NOW BECAUSE OF THE H.D.R. DEVELOPMENT

I FEEL THAT A REVOTE ON THIS 905 ISSUE IS IN ORDER AND THE PEOPLE OF THE NEIGHBORHOOD SHOULD GET A CHANCE TO SPEAK.

IF 905 FREMONT AVE. CAN BE CHANGED TO H. P. R. I HAVE THE RIGHT TO CHANGE MY LOT AT 903 FREMONT TO H.P.R. SO WHEN I SELL MY LOT, I CAN GET MORE MONEY TO RE'COOP MY PROPERTY VAULUES LOSSES.

THANK YOU

PETER ERICKSON
903 W. FREMONT AVE.
SELAH WA.

Peter J. Erickson

desktop.ini

OCT 28 2015
CITY OF SELAH
PUBLIC WORKS

Peter Erickson
903 w. Fremont ave.
Selah Wa. 98942

Date: October 21, 2015

To: City of Selah Planning Department

This is a proposal to change the density of my lot located at 903 w. Fremont ave,from medium density to high density residential.

This is also a complaint letter about the planning commission meeting last night, 10/20/15. Nobody got a chance to speak out on the agenda of the changing of the density of lot 905 w. Fremont ave. The developer got to speak, then it went to vote immediately. Nobody else was given the opportunity to speak.

If I have to live next door to a H.D.R.lot, I should be able to change my lot at 903 Fremont to H.D.R. so I can develop and sell too.
I used to like living at 903 Fremont. But now, I am forced to live next to a H.D.R. development. A development that never should have been built.This development at 905 Fremont was an illegal development from the start and is in violation of zoning codes.

When zoning laws get broken, Peoples property rights and privacy rights get stepped on. I don't understand why a development that violates zoning laws, was allowed to be built to begin with. And now is it fair to the neighborhood to change the density of 905 Fremont ave.to H.D.R.(ghetto status)? How can somthing that was wrong to begin with, be let allowed to plant the (H.D.R.) seed to turn our nice neighborhood into a high density urbanized ghetto.

In my case, My privacy and property value has been negatively affected by this zone violating development. I talked with a real estate person, and I was told that my property is much less desirable and now worth as much as $10,000.00 to $20,000.00 less, Because of the H.D.R. development next door that is so close to my house.

I feel a revote on this 905 issue is in order by the planning commission before being presented to the council, and the people of the neighborhood should get a chance to speak. And how about getting the problems fixed first before trying to move ahead with somthing like this. The developer has already promised and agreed to the city to do things to solve some of the problems. why not get them done first?

If 905 Fremont ave. can be changed to H.D.R. I have the right to change my lot at 903 Fremont to H.D.R. along with it. So when I sell my lot I can get enough money for it to recover my property values losses.

Thankyou,

Peter Erickson

CITY OF SELAH
Planning Department
222 South Rushmore Road
Selah, Washington 98942

Phone 509 698-7365
Fax 509 698-7372

CITY OF SELAH PLANNING COMMISSION
CITY OF SELAH CITY COUNCIL
NOTICE OF PUBLIC HEARINGS
NOTICE OF ENVIRONMENTALAL REVIEW

The City of Selah hereby provides notice that the Planning Commission will conduct public hearings on September 15, 2015 to consider proposed amendments to the 2005 Selah Urban Growth Area Comprehensive Plan and an amendment to the Official City of Selah Zoning Map.

The City of Selah hereby provides notice that the City Council will conduct public hearings on October 13, 2015 to consider the proposed amendments to the 2005 Selah Urban Growth Area Comprehensive Plan and an amendment to the Official City of Selah Zoning Map.

The Planning Commission public hearing on September 15, 2015 will consider the following two actions and the City Council public hearing on October 13, 2015 will consider the Planning Commission's recommendations on the two actions.

***Proposed 2005 UGA Plan Amendment 2015-1**: Carl & Candi Torkelson, change the Future Land Use designation of Parcel 181435-31024 at 905 Fremont Avenue from Moderate Density Residential (MDR) to High Density Residential (HDR).*

***Proposed 2005 UGA Plan Amendment 2015-2**: City initiated plan amendment to change the Future Land Use designation of Parcel 181435-13493 at 600 Speyers Road from Low Density Residential (LDR) to Moderate Density Residential (MDR) and Proposed Zoning Map Amendment 914.61.15-02 initiated by the City to change the zoning from One Family Residential (R-1) to Two Family Residential (R-2). These actions are being initiated by the City to correct a mapping error, because the Future Land Use designation applied to this property by the 2005 comprehensive plan and subsequent rezoning failed to consider the existing use of the property, adjacent land uses and the pattern of development in the vicinity along Speyers Road.*

The Planning Commission and City Council Hearings will be held in the City of Selah Council Chambers, 115 W. Naches Avenue, Selah, WA. The Planning Commission hearings on Tuesday September 15, 2015 commence at 5:30 p.m. or as soon thereafter as practical. City Council hearings commence Tuesday October 13, 2015 at 4:00 p.m. or as soon thereafter as practical. The Planning Commission will accept public testimony and written comments at the public hearings and will consider them in their recommendations to the City Council. The City Council will consider the Planning Commission's recommendations, testimony received at the public hearings and written comments received prior to issuing the final decisions on the proposal.

Request for Comments: Your views on the proposed amendments are requested. All written comments received will be considered at the public hearings. Please mail your comments to the City of Selah Planning Department, 222 South Rushmore Road, Selah, WA 98942, FAX them to (509) 698-7372 or send them by email to tdurant@ci.selah.wa.us. Be sure to reference Plan Amendment number UGA 2015-1 or 2015-2 in your correspondence.

Environmental Review: The City of Selah is the lead agency for this proposal under the State Environmental Policy Act (SEPA) and has determined that it does not have probable significant adverse environmental impacts. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c) and a Determination of Nonsignificance (DNS) is being issued under WAC 197-11-340(2). Written comments on the DNS will be accepted during a 14 day comment period that ends on September 8, 2015. This decision was made after a review of a completed environmental checklist and other information on file with the lead agency.

Copies of the proposed amendments may be obtained at the City of Selah Planning Department, 222 South Rushmore Road, Selah, WA at (509) 698-7365 during regular business hours (8:00 a.m. to 5:00 p.m.)

Dated this 26th day of August, 2015.

/s/

Thomas R. Durant, Community Planner

CITY OF SELAH

Planning Department

222 South Rushmore Road
Selah, Washington 98942

Phone 509 698-7365
Fax 509 698-7372

October 21, 2015

To: Carl Torkelson, Parties of Record

RE: Rescheduled Public Hearing – City Council Review of Comprehensive Plan Amendment 2015-1; 905 Fremont Avenue

This is notice that the public hearing on this application that was scheduled for City Council consideration on October 27, 2015 is being rescheduled to Tuesday November 10, 2015 at 4:00 PM or as soon thereafter as practical. This is due to the delay that resulted from the Planning Commission's continuance of its hearing on the matter.

Sincerely,

Thomas R Durant

Thomas R Durant

Community Planner

CITY OF SELAH
AFFIDAVIT OF MAILING

STATE OF WASHINGTON
COUNTY OF YAKIMA

I, Caprise Groo, being first duly sworn on oath dispose and says:

I am an employee of the City of Selah, 222 South Rushmore Road, Selah, Washington; that I did on the 27 day of Aug, 2015 caused to be mailed, 209 envelopes, containing a true and correct copy of a Notice of Public Hearing and Environmental review of 2005 Selah Urban Growth Area Comprehensive Plan 2015-1 and 2005 Selah Urban Growth Area Comprehensive Plan 2015-2. Said envelopes mailed from Selah, WA. with the correct first class postage and addressed to the owners of property listed by the Yakima County Treasurer as being the legal owners of real property located within 600 feet of the proposal.

A listing of the legal owners of real property to whom notice has been mailed is contained in files UGA Plan Amendment 2015-1 and UGA Plan Amendment 2015-2

Caprise Groo

Caprise Groo

STATE OF WASHINGTON
COUNTY OF YAKIMA

On this day personally appeared before me Caprise Groo to me known to be the individual referenced herein and who caused to be mailed the Notice of Public Hearing and Environmental review of 2005 Selah Urban Growth Area Comprehensive Plan 2015-1 and 2005 Selah Urban Growth Area Comprehensive Plan 2015-2

Given under my hand and official seal this 27th day of August, 2015.

Cynthia L. Graziano

Cynthia L Graziano

Notary Public in and for the State of Washington, residing at Yakima, WA. My term expires 07/14/18.

CYNTHIA L GRAZIANO
COMMISSION EXPIRES
NOTARY PUBLIC
07-14-18
STATE OF WASHINGTON

YAKIMA HERALD-REPUBLIC

Affidavit of Publication

STATE OF WASHINGTON,)
)
COUNTY OF YAKIMA)

Debbie Martin, being first duly sworn on oath deposes and says that she/he is the Accounting clerk of Yakima Herald-Republic, Inc., a daily newspaper. Said newspaper is a legal newspaper approved by the Superior Court of the State of Washington for Yakima County under an order made and entered on the 13th day of February, 1968, and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continually as a daily newspaper in Yakima, Yakima County, Washington. Said newspaper is now and has been during all of said time printed in an office maintained at the aforesaid place of publication of said newspaper.

That the annexed is a true copy of a:
CITY OF SELAH PLANNING COMMISSION CI

it was published in regular issues (and not in supplement form) of said newspaper once each day and for a period of 1 times, the first insertion being on 08/27/2015 and the last insertion being on 08/27/2015

Yakima Herald-Republic 08/27/15

and the such newspaper was regularly distributed to its subscribers during all of the said period. That the full amount of the fee charged for the foregoing publication is the sum of $276.00

Debbie Martin

Accounting Clerk

LISA M DRIPPS NOTARY My Comm. Expires 04/05/2017 PUBLIC STATE OF WASHINGTON

Sworn to before me this 27th day of, August 2015

Lisa M. Dripps

Notary Public in and for the
State of Washington,
residing at Yakima

CITY OF SELAH PLANNING COMMISSION
CITY OF SELAH CITY COUNCIL
NOTICE OF PUBLIC HEARINGS
NOTICE OF ENVIRONMENTALAL REVIEW

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Request for Comments: Your views on the proposed amendments are requested. All written comments received will be considered at the public hearings. Please mail your comments to the City of Selah Planning Department, 222 South Rushmore Road, Selah, WA 98942, FAX them to (509) 698-7372 or send them by email to tdurant@ci.selah.wa.us. Be sure to reference Plan Amendment number UGA 2015-1 or 2015-2 in your correspondence.

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Copies of the proposed amendments may be obtained at the City of Selah Planning Department, 222 South Rushmore Road, Selah, WA at (509) 698-7365 during regular business hours (8:00 a.m. to 5:00 p.m.)

Dated this 26th day of August, 2015.

/s/ Thomas R. Durant, Community Planner

(574569) August 27, 2015

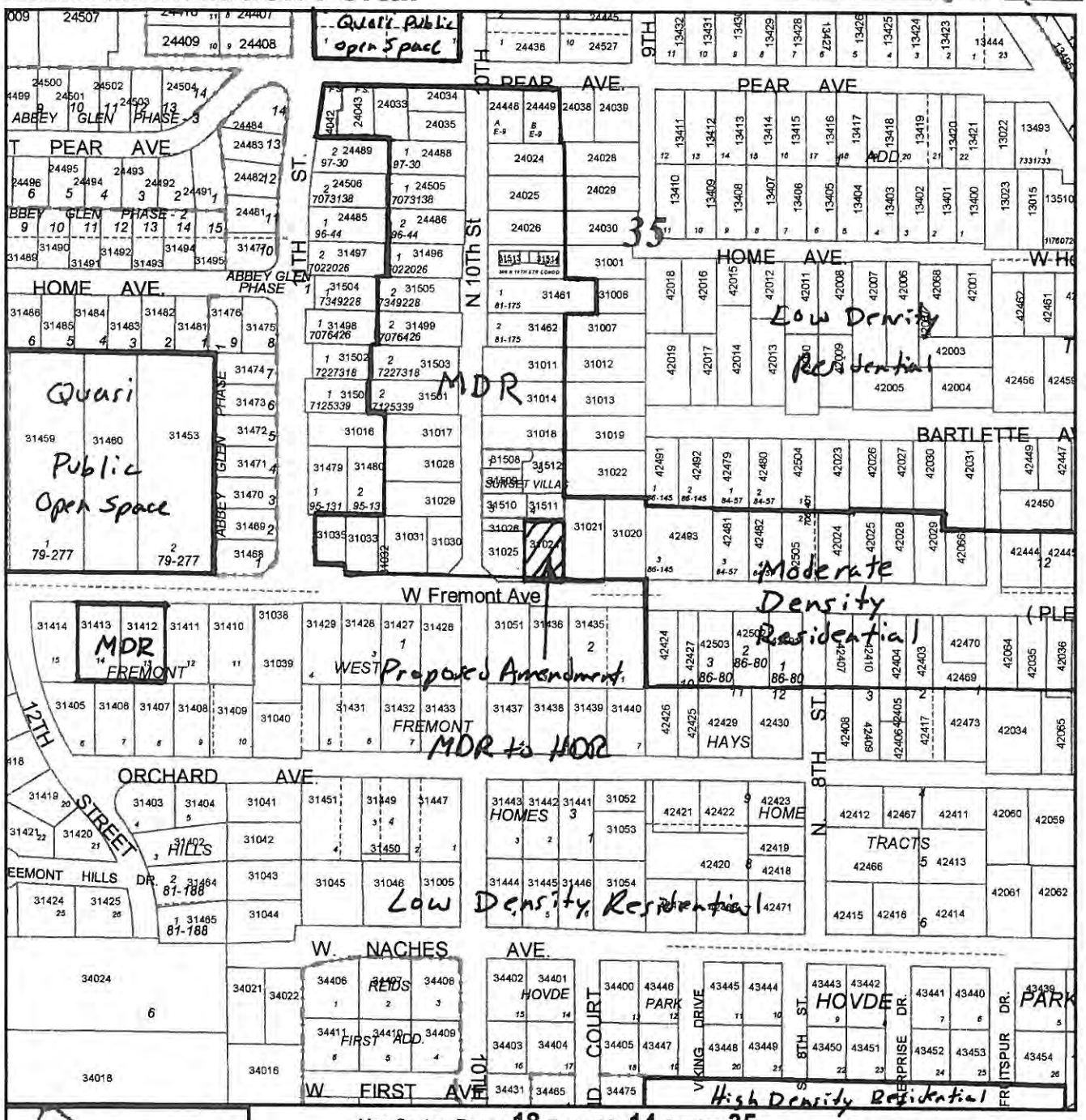
Courtesy of Yakima Herald-Republic

Yakima County GIS - Washington

Land Information Portal

[Print Map]
[Close Map]

Yakimap.com



Map Center: **Range:18 Township:14 Section:35**

City Limits
Sections

WWW.YAKIMAP.COM
Yakima County GIS
128 N 2nd Street
Yakima, WA 98901
(509)574-2992

UGA Plan Amendment #2015-1

One Inch = 300 Feet
Feet 200 400

MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION

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Printed On: 8/5/2015 3:24:24 PM

Torkelson Construction Speyers Court
914.61.14-02 Planned Development
912.61.14-03 Preliminary Plat
971.61.14-02 Environmental Review

List of Exhibits

Exhibit		Page
1	August 14, 2014 Hearing Examiner decision	
2	July 24, 2014 Staff Report	
3	Rezone Application	
4	Preliminary Plat Application	
5	Environmental Checklist	
6	Final Development Plan and Program	
7	Declaration of Covenants, Conditions and Restrictions	
8	Preliminary Plat	
9	Determination of Nonsignificance	
10	Final Determination of Nonsignificance	
11	June 5, 2015 letter from City Attorney to applicant concerning vesting	

LAW OFFICE OF PATRICK D. SPURGIN
411 NORTH 2ND STREET
YAKIMA, WASHINGTON 98901
TELEPHONE: 509.248.4282
FAX: 509.575.5661

August 14, 2014

Mr. David Kelly, City Administrator
City of Selah
115 West Naches Avenue
Selah, WA 98942

RE: Hearing Examiner Recommendation on Speyers Court PD Rezone and Preliminary Subdivision

Dear Mr. Kelly:

Enclosed is the referenced recommendation. Please be advised that this recommendation is being made based on my understanding that the SEPA administrative appeal period ended on August 11, 2014, and no appeal was filed. If this is incorrect and an administrative appeal was timely filed, I will withdraw this recommendation to allow proper appeals procedures to be implemented.

Sincerely,

Patrick D. Spurgin, Hearing Examiner

EXHIBIT
1

City of Selah, Washington
Office of the Hearing Examiner

Application for a Rezone and Preliminary Plat	)	**Selah File Nos. 912.61.l4-03; 914.61.14-02**
By Carl and Candi Torkelson	)	**HEARING EXAMINER RECOMMENDATION**
To Rezone Property at 600 Speyers Road from One-Family Residential to Planned Development and Approve the 3-Parcel Preliminary Plat of Speyers Court.	)	

I. INTRODUCTION.

Carl and Candi Torkelson (collectively "Torkelson" or "the applicants") have applied to rezone and subdivide property at 600 Speyers Road in accordance with Planned Development provisions of the Selah zoning ordinance. The name of the project proposal and subdivision is "Speyers Court." The property was previously developed into a total of 3 connected dwelling units prior to the City's adoption of current zoning ordinances. The proposal would result in the subdivision of the existing lot into 3 lots, providing for a single family residential structure on each of the lots. An open record hearing on the planned development and subdivision proposal was conducted July 31, 2014. The Hearing Examiner viewed the site on the same date. The Community Planner provided a staff report prior to the hearing, which is included in the hearing record. No public comment was offered at the hearing with regard to the specific property affected by the application.

II. SUMMARY OF RECOMMENDATION.

Because of (1) the inconsistency of the rezone with stated methods for achieving affordable housing goals in the *Comprehensive Plan*, (2) the uncertainties concerning protection and maintenance of useable open space or other amenities offered by the proposal, and (3) the magnitude of the departures from the zoning standards that would otherwise be applicable to the property without a clear offsetting benefit recognized in the *Selah Urban Area Comprehensive Plan* or zoning regulations, this application should be denied.

Based on the staff report and exhibits, the viewing of the site, statements and comments received at the open record hearing and in writing, and a review of pertinent development regulations and comprehensive plan, the Hearing Examiner makes the following

III. FINDINGS.

1. APPLICANTS AND PROPERTY OWNERS.

The applications for rezone and subdivision were filed by Carl Torkelson and Candi Torkelson, who are the property owners of record.

2. LOCATION.

The properties are located at 600 Speyers Road in the City of Selah.

3. PARCEL NUMBER(S).

The Yakima County Assessors Tax Parcel Number for the subject property is 181435-13493.

4. APPLICATIONS.

The applications propose to rezone approximately 0.368 acre from One-Family Residential (R-1) to Planned Development (PD) and concurrently subdivide the site into three (3) single family residential lots consistent with the Planned Development Plan and Program.

Proposed Lot	Lot Area (sq.ft.±)
Lot 1:	4843
Lot 2:	3375
Lot 3:	7805

As shown on the preliminary plat, Lot 3 would be subject to protection as an open space park area. The average size of the proposed lots is 5,431 sq. ft. Based on total acreage of 0.368 acres, the existing residential density of the project is approximately 8.15 units per gross acre.

Potable water is provided to each residence by individual service lines from meters located at a central water meter vault connected to the 6" city water main on Speyers Road. Individual sewer line connections are provided to the existing 8" sewer main running along Speyers Road. The utility service lines run under the existing paved surface proving access to the individual units from the city street.

Access to the lots would be provided by Speyers Road by means of a 15 foot wide access easement reserved on the eastern boundary of Lots 2 and 3, running parallel to the Speyers Road right of way. The easement would approach Speyers Road at the existing curb cut. The Declaration of Covenants, Conditions and Restrictions (CCRs) included in the Development Program provides that access and other easements will be conveyed to the Homeowners' Association upon first conveyance of a lot within the project.

Stormwater management would be unchanged from current conditions. The CCRs also assign parking rights to paved areas outside the access easement to the lot upon which the paving is located.

An open space/park area is depicted on the southeast corner of Lot 3, provision for which is to be made by dedication or other means in the proposed Covenants, Conditions and Restrictions (CCRs) for the property. The CCRs provide for ownership of the common areas by the Homeowners Association. The Homeowners Association would also be responsible for maintenance of the common area.

5. CURRENT SITE CONDITION AND ZONING.

The subject property is zoned One Family Residential (R-1). The property is currently 44% covered by improvements. The property contains a three-unit residential structure, which comprises dwelling units connected by non-structural roofs. The development predates current zoning and comprehensive plan designations and standards. The southeast portion of the property has been improved with a retaining wall, fencing and screening vegetation, as well as lawn and gravel walk ways, all associated with improvements to neighboring properties to the south, and is effectively separated from the balance of the property by the improvements. Those neighboring properties are also owned by the applicants according to the Yakima County Assessor's website. The history by which the current development was approved, and the consistency of the development with land use regulations then in effect has not been made part of the record in this case. The dwelling units on the subject property are directly accessed from Speyers Road, which is identified for the segment between Fremont Avenue and 9th Street as a Minor Arterial according to the *2005 Selah Urban Growth Area Comprehensive Plan* (at p.72). Speyers Road in the immediate vicinity of the property currently has a curb, which is located fifteen feet, more or less, from the centerline on the south side of the street. There has been no installation of sidewalk or lighting improvements typically associated with curbs, though the entire 30 feet of the right of way south of its centerline has been paved. Access to the property is through a curb cut on south end of the curb. The proposed access easement area is also already paved with asphalt.

6. NEIGHBORING ZONING AND LAND USE.

Adjacent land to the west, south and north are zoned One-Family Residential, and land to the east is zoned Two-Family Residential (R-2). The uses in the vicinity are single family residences, except for duplexes to the east.

7. ENVIRONMENTAL REVIEW.

A final Determination of Nonsignificance (DNS) was issued on August 4, 2014.

8. 2005 SELAH URBAN AREA COMPREHENSIVE PLAN DESIGNATION.

The subject property and surrounding areas are designated as Low Density Residential on the Future Land Use Map adopted in 2005. This designation provides for a maximum density of 5

dwelling units per acre. The intended future use of Low Density Residential lands is a mix of single family, two-family, townhouse and multifamily residences. The mix of residential uses is controlled by the maximum density limitation on future (new) development.

9. PROJECT ANALYSIS

a. Review Criteria.

The review criteria applicable to a PD application are set out in SMC 10.24.060 and are discussed in turn below.

b. Application of the Review Criteria

(1) Substantial conformance to the city of Selah Urban Growth Area Comprehensive Plan:

The *City Of Selah Urban Growth Area Comprehensive Plan* designates the property as Low Density Residential on the adopted 2005 Future Land Use Map. This designation provides for a maximum density of 5 dwelling units per acre. The density of the current development based on 3 dwelling units on 0.368 acres is 8.15 units per gross acre. This is a higher density than contemplated for future land use within the *Comprehensive Plan*. For new development, the density would be inconsistent with the density provisions of the *Comprehensive Plan* (Policy HSG 2.1 at p. 12) without some showing that the quality of design, construction or amenities warranted greater density allowances. As noted, the history by which the current density was approved is not part of the record, except that the Community Planner indicated at hearing that the existing use is a conforming use. The planned development proposal does not include any additional dwelling units that would change the existing density; however, based on the current Future Land Use designation and the purpose of the zoning ordinance to implement the *Comprehensive Plan*, it is not readily apparent that the current use conforms substantially to the plan. Nonconforming uses are intended to be replaced with conforming uses (Policy HSG 1.6 of the *Comprehensive Plan*). The practical effect of the application is to merely divide the property into smaller lots than would otherwise be allowable without offsetting design or amenity benefits.

The *Comprehensive Plan* also considers the necessity for providing affordable housing within the City. The subdivision would increase the stock of mid-range single family housing, based on the development plan submitted by Torkelson. However, the *Comprehensive Plan* principally addresses affordable housing by means of mixed use, multifamily housing, manufactured homes, and accessory units. The conversion from multifamily units to single family units appears actually to be contrary to this goal. Nothing in the application materials indicates any countervailing *Comprehensive Plan* goal or policy served by the applicants' objectives of single family ownership.

(2) The proposal's harmony with the surrounding area, or its potential future use.

If a Planned Development does not present impacts that are greater than the permitted used of the property under the existing zoning, it would be inappropriate to deny the Planned Development

on the basis of impacts to the surrounding area. *Hansen v. Chelan County*, 81 Wn.App. 133, 913 P.2d 409 (Wash. App. Div. 3 1996). The project does not involve new dwelling construction. Rather it divides the property into private lots with the lot lines being located between the dwelling units. However, neither the application materials nor the other information available at hearing indicate the disposition of the designated "park area" as shown on the preliminary plat. The area has been developed as part of the back yards of the two residential units to the south of the subject property, yet it appears to be addressed as part of the common area subject to easement or other protection from development in the CCRs. The removal of the current development features and preservation of the park area for the benefit of homeowners in the PD district raises questions about harmony of the proposed PD with the neighboring uses in addition to other questions concerning the adequacy of amenity values being offered by the proposed rezone.

(3) The system of ownership and means of development, preserving and maintaining open space.

The preliminary plat shows the common open space of 1/8 acre more or less, to be located on Lot 3. However, the means by which this space would actually be protected and maintained as open space for purposes of satisfying the purposes of the *Comprehensive Plan* and SMC 10.24.010 is not clear. As noted, the area has been developed in a way that appears integrated with the yard and landscaping on neighboring properties. Nothing in the record suggests a basis by which this matter can be addressed.

(4) The adequacy of the size of the proposed district to accommodate the contemplated development.

The PD ordinance does not provide specific guidance as to what would constitute the "adequate" size of property to support a PD approval. The property already accommodates the 3 dwelling units, and while the current development may exceed density allowances, the proposed division of land does not cause any material increase in density.

The private access that would serve the interior lots is 15 feet in width, which is less than the minimum street width standards in subdivisions. At present, all of the paved area between the curb and the structures appear to be available to all residents and other persons making lawful use of the property. This will not be the case if the property is divided as proposed, and there is a possibility that individual owners could change the use of the paved area in front of the dwellings. Nevertheless, there is no record of any fire safety or similar concerns held by city fire or public works officials regarding the configuration of the access easement, and given the current use, there is no basis for saying that the space is not adequate for the division.

(5) Compliance with Chapter 10.24 SMC.

a. The purpose of Chapter 10.24 SMC is to allow new development that is consistent with the comprehensive plan but that would not be readily permitted in other zoning districts due to limitations in dimensional standards, permitted uses, or accessory uses. But for the fact that approval of a planned development zone modifies and supersedes all regulations of the

underlying zoning district, SMC 10.24.010, the lot sizes, lot coverage and setbacks presented by this application would not be permissible in the R-1 zoning district. The applicant's principal objective is to provide for private ownership of the individual dwellings. The individual lot ownership scheme is argued to provide a higher tax base. The rezone application's program elements indicate that individual lot ownership will also result in better maintenance. As noted, this objective, in this case, actually contravenes the Goals and Policies of the *Comprehensive Plan* concerning affordable housing. It is also noteworthy that the Planned Development ordinance relates to new development (in contrast to existing development) that provides design and amenity values that allow departure from the otherwise applicable design standards. If an existing development affords such amenity values without other adverse effects, it might be proper to allow departure from the standards. However, in this instance, open space considerations have been incompletely defined and developed in the application materials, and appear to have been compromised by the development of improvements on the designated open space area that is not consistent with open space use for the subject property.

In addition, the magnitude of the departures from such zoning standards is substantial. Expansion of allowable lot coverage (which, as shown on the preliminary plat would appear to substantially exceed the currently applicable 35 % for proposed lots 1 and 2), setbacks (currently 5 feet in side-yards, compared to 3 feet shown on the plat) and lot sizes (all proposed to be below the current 8,000 square feet in the R-1, and less than 4,000 square feet in the case of Lot 2) without some corresponding new design or amenity benefit does not align with the expressed purpose of the PD zoning district as described in SMC 10.24.010.

b. Common open space in a planned development zone shall meet the following requirements:

> (1) The location, shape, size and character of the open space must be suitable for the planned development;
> (2) Common open space must be used for amenity or recreational purposes. The uses authorized for the common open space must be appropriate to the scale and character of the planned development, considering its size, density, expected population, topography and number and type of dwelling units to be provided;
> (3) Common open space must be suitably improved for its intended use, but common open space containing natural features may be left unimproved. The buildings, structures and improvements which are permitted in the common open space must be appropriate to the uses which are authorized for common open space and must conserve and enhance the amenities of the common open space in regard to its topography and unimproved condition.

SMC10.24.080(a). As noted, where standards use general terms such as "suitable" or "appropriate," the burden lies with the City to show that the proposed project does not meet the standards. In the present case, site inspection indicates that the open space park area designated on the preliminary plat is not, in fact, open, but has rather been developed as part of the fenced,

developed back yards of neighboring properties. A retaining wall separates the bulk of the designated area from the rest of the subject property.

c. Applications for Planned Developments must submit a proposed subdivision map. The map must comply with subdivision standards except that block and lot design requirements may be reduced for good cause shown. SMC 10.50.041(d) and (e). Private access roads are also allowable when they do not adversely impact the public road system or neighboring properties. SMC 10.50.041(d)(4). In this instance, the subdivision design is tied to a multi-family development authorized in accordance with the property's R-1 designation. If the property is to be divided into lots with a single family dwelling on each, the lot sizes must necessarily be reduced below the minimums for the R-1 district. Given that the property has already been developed, in absence of a showing of adverse impacts from the subdivision design *per se,* there is no reason to deny the adjustment of the subdivision standards in accordance with the design in the preliminary plat, which reflects the current development. It is noteworthy also the designation of Speyers Road as a minor arterial indicates that sidewalks are to be provided on both sides of the street pursuant to SMC 10.50.044. This matter has not been addressed in the hearing materials but is not clearly the obligation of the applicant in this case.

10. PUBLIC COMMENT CONSIDERATION.

No public comments were received on either the PD proposal or subdivision proposal.

From the foregoing findings, the Hearing Examiner makes the following

IV. CONCLUSIONS.

1. The Hearing Examiner has jurisdiction to conduct an open record hearing on the application for a PD rezone and associated subdivision, and make a recommendation to the Selah City Council.

2. Although the density of the current development of the property exceeds the density applicable to Low Density Residential areas in the *Comprehensive Plan*, the proposed zoning change substantially conforms with the *Comprehensive Plan* to the extent it does not include new development that would increase the current density.

3. The proposed zoning change does not conform to the *Comprehensive Plan* policies to the extent that it reduces affordable housing by removing previously-developed multiple family housing stock from the market.

4. The applicant has not shown that the proposed rezone and subdivision serves the purposes and requirements of Chapter 10.24 SMC in a manner that would allow the relaxation of otherwise applicable zoning regulations, since it would reduce the applicable lot coverage, and setback requirements without corresponding design benefits or amenity improvements, such as open space protection and landscaping. Were the open space measures in this instance better defined, it might be possible to condition an approval on refinement, but conditions on the ground do not suggest a basis for framing such a condition.

5. In absence of new development benefits warranting relaxation of the zoning standards in the R-1, there is no basis for relaxing of subdivision design standards for the proposed subdivision.

6. Although the proposed rezone would not increase the current nonconformance with density goals in the comprehensive plan or current lot coverage standards, this fact does not address the purposes of SMC 10.24.010. Taking together (1) the inconsistency of the rezone with multifamily residential methods for achieving affordable housing goals in the *Comprehensive Plan*, (2) the uncertainties concerning protection and maintenance of useable open space or other amenities offered by the proposal, and (3) the magnitude of the departures from the zoning standards that would otherwise be applicable to the property presented by the subdivision, this application should be denied.

V. RECOMMENDATION.

The application by Carl and Candi Torkelson to rezone property at 600 Speyers Road from One-family Residential to Planned Development and to subdivide the same property into 3 single family residential lots, as specified in the application materials (File No. 912.61.l4-03 and 914.61.14-02), should be DENIED.

DATED THIS 14th DAY OF AUGSUT, 2014.

PATRICK D. SPURGIN
HEARING EXAMINER

CITY OF SELAH HEARING EXAMINER

STAFF REPORT—July 24, 2014
HEARING DATE—July 31, 2014

FILE NO.: 912.61.14-03--"Speyers Court"--Preliminary Plat
914.61.14-02--"Speyers Court"—Planned Development Rezone
971.61.14-02—Environmental Review

PROPONENT: Torkelson Construction (Carl Torkelson)

APPLICATION AUTHORITY: Selah Municipal Code, Chapter 10.40 (zoning) and Chapter 10.50 (subdivision)

LOCATION: 600 (A,B,C) Speyers Road

PROPOSAL: Rezone approximately 0.368 acre from One-Family Residential (R-1) to Planned Development (PD) and subsequently subdivide the site into three (3) single family residential lots consistent with the Planned Development Plan and Program. The proposed three (3) lots each contain an existing single-family residence. Each lot is served with municipal water and sewage service and accessible to Speyers Road.

Proposed Lot Development and Lot Sizes: The plan proposes 3 residential lots ranging in size from 3,375± square feet to 7,805± square feet. The average lot size is 5,341± square feet.

Lot Sizes	Lot Area	
	Lot 1:	4,843 sq. ft.±
	Lot 2:	3,375 sq. ft.±
	Lot 3:	7,805 sq. ft. ±
Open Space	Lawn area on each separate lot.	

The existing structures are sited a minimum of three (3) feet from side property lines and a minimum of twenty (20) feet from the edge of the paved private access road.

Storm Drainage: Storm drainage is to be retained on site.

Water Service: The property is currently by a six (6) inch public water distribution line located in Speyers Road with individual lots connected to the municipal line.

EXHIBIT
2

Sewer Service: The property is currently served by an eight (8) inch public sewer collection line located in Speyers Road with individual lots connected to the municipal line.

Fire Hydrants: A hydrant is located on Speyers Road at southeast corner of the proposal with a second hydrant located on West Pear Avenue approximately 200 feet west of the proposal.

Utility Easements: Utilities are located in easements running beneath the private access road with branches to individual dwellings.

Covenants: A homeowners association will assume responsibility for maintenance of the private drive, utilities and drainage facilities. The proponent prepared and submitted "Speyers Court" Declaration of Covenants, Conditions and Restrictions. The documents are to be recorded with the subdivision.

Environmental Review: A Determination of Nonsignificance (DNS) was issued July 17th for the proposed rezone and subdivision. The SEPA Official concluded the proposal would not have probable significant adverse environmental impacts requiring an Environmental Impact Statement (EIS).

LAND USE AND ZONING: The property contains three (3) single family residence. The property is zoned One-Family Residential (R-1).

SURROUNDING ZONING: Adjacent lands to the North, South and West are zoned Single Family Residential (R-1). Adjacent land to the East is zoned Two-Family Residential (R-2).

Direction:	Zoning:
NORTH:	One Family Residential
SOUTH:	One Family Residential
EAST:	Two Family Residential
WEST:	One Family Residential

SURROUNDING LAND USE:

North	Residences
South	Residences
East	Duplexes

West Residences

CITY OF SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN: The 2005 Selah Urban Growth Area Comprehensive Plan establishes Low Density Residential use at Page 35. The site of the proposal is designated Low Density Residential on the adopted 2005 Future Land Use Map. This designation provides for a maximum density of five (5) dwelling units per acre.

TRANSPORTATION:

Speyers Road--Collector--Twenty-six (26) foot pavement width, 60 feet right-of-way width, curb/gutter, sidewalk across street and street illumination.

West Pear Avenue--Local Access—Presently under construction for water main replacement. Typically eighteen (18) foot pavement width, variable right-of-way width, no curb/gutter or sidewalk and limited street illumination.

Individual private driveways: The existing property and residences are served via a private fifteen (15) foot wide interior road located within a private access easement connecting to Speyers Road.

OTHER FINDINGS:

(1) Purpose statement of the Planned Development Zone contained within the Selah Municipal Code:

10.24.010 Purpose. A planned development zone approved in accordance with this chapter shall be a separate zoning district. Regardless of underlying zoning requirements, planned development zone may permit all proposed uses and developments that can be shown to be in conformance with the policies of the comprehensive plan. A planned development zone may be permitted at any location subject to the provisions of this chapter. Approval of a planned development zone shall modify and supersede all regulations of the underlying zoning district. An applicant may also file a subdivision or binding site plan application which, if filed, may be processed concurrently the planned development zone application.

The purpose of this chapter, providing for the establishment of a planned development zone, is to allow new development that is consistent with the comprehensive plan but that would not be readily permitted in other zoning districts due to limitations in dimensional standards, permitted uses, or accessory uses. In addition, planned development zones may:

(1) Encourage flexibility in design and development that are architecturally and environmentally innovative, that will encourage a more creative approach in the development of land, and which will result in a more efficient, aesthetic and desirable utilization of the land than is possible through strict application of standard zoning and subdivision controls; provided that

subdivision controls are applicable to planned development zoning only when a planned development application is combined with a proposal to divide land into lots;

(2) Speyers Court potentially contributes 30* vehicle trip ends per day to Speyers Road. (* This figure was calculated using 10 vehicle trip ends per dwelling per day).

(3) The existing carrying capacity of Speyers Road is approximately 6,000± vehicle trips per day.

(4) Municipal water supply and sewage disposal facilities are available to serve the proposal.

(5) Projected student generation from the existing developed site is 2 students.

(6) Selah Municipal Code, Chapter 10.50.033(b) provides the developer five (5) years from the date of preliminary plat approval to complete any required improvements and record the plat.

(7) Numerous easements, the location of the private utilities and private driveways, are shown on the plat. These easements provide utility and vehicular access to individual lots.

(8) The 'Speyers Court' Declaration of Covenants, Conditions and Restrictions (copy included in the Speyers Court white notebook) establishes that the homeowners association will assume responsibility for maintenance of the private driveways, utilities, etc.

Analysis:

The Examiner must apply the criteria found in SMC 10.24.060 in rendering a recommendation on a Planned Development (PD) rezone. The project must be consistent with the City's comprehensive land use plan and development regulations, specifically considering the:

Type of proposed land use;
The level of development and the intensity of development;
Characteristics of the development and the standards of improvement.

The Examiner's recommendation must be based on these criteria:

Substantial conformance with the Selah Urban Growth Area Comprehensive Plan

The proposals harmony with the surrounding area

System of ownership and means of development including the preservation of open space.

Adequacy of the size of the zoning district to accommodate the development

RECOMMENDATION: **APPROVAL** of the Planned Development (PD) and the preliminary plat of "Speyers Court" based on the following:

The proposal is and the three existing residences are consistent with the 2005 City of Selah Urban Growth Area Comprehensive Plan and fulfills the 'Purpose Statement' of the Planned Development Zone contained in Selah Municipal Code 10.24.010.

RECOMMENDED CONDITIONS OF APPROVAL for attachment to the preliminary plat:

1. All design and/or improvement notations indicated on the preliminary plat are included herein as conditions of preliminary plat approval. (i.e., private easement widths and locations, lot size and lot configuration, etc.)

2. Final lot dimensions and lot area must substantially conform to the preliminary plat unless otherwise amended during the public hearing process.

3. The following note must be placed on the final plat map:

> **"The Speyers Court Homeowners Association, any grantees or assignees in interest, hereby covenant and agree to retain all surface water generated within the plat on-site.**

4 The 'Speyers Court Declaration of Covenants, Conditions and Restrictions' shall be recorded simultaneously with the final plat map.

14.61.14-02

CITY OF SELAH

APPLICATON FOR ZONING CODE AMENDMENT
APPLICATION REQUIREMENTS

		Date Submitted/Received By
✓	Non-Refundable Application Fee	1-23-2014
✓	Site Plan drawn to scale	
✓	Vicinity Site Map with North Arrow	
✓	Completed Environmental Checklist and Checklist fee.	

1.* TYPE OF ZONING CODE AMENDMENT REQUIRED

REZONE ✓ OTHER _____

A. If requested rezone, what is the original zoning and requested zoning (i.e. R-1 to R-2).
R2 to PD

Comprehensive Plan Designation Moderate Density Residential

B. If amendment to zoning code, what is the proposed amendment (please attach proposed amendment to application).

2. NAME OF APPLICANT: Carl & Candi Torkelson

ADDRESS OF APPLICANT: P.O. Box 292
Selah, WA 98942

Signature Candi R Torkelson

TELEPHONE: WORK 509-697-3305 Cell - 509-945-0133 HOME 509-697-3301

3. NAME OF LEGAL PROPERTY OWNER: Same as above
(If different from applicant)
ADDRESS:

Signature Candi R Torkelson

TELEPHONE: WORK 509-697-3305 Cell - 509-945-0133 HOME 509-697-3301

tabbies EXHIBIT 3

4. Yakima County Assessor's office Parcel No. for Property(s) 181435-13493

LEGAL DESCRIPTION OF PROPERTY:
on Plat map

5. SUMMARY OF PROPOSED rezone or zoning code amendment
: We would like to rezone from Moderate Density to a Planned Development.

CITY OF SELAH
PRELIMINARY PLAT
APPLICATION FORM

FILE NO: 912.61.14-03 SEPA: 971.61.14-03
DATE FEE PAID: 3-21-2014 REC'D BY:

INSTRUCTIONS --- PLEASE READ PRIOR TO COMPLETING APPLICATION

- **Application and preliminary plat must be accompanied by:**
- Filing fee of $400 plus $40 per lot.
- Completed environmental checklist plus $275 fee.
- Title report (must be current and reflect the undersigned signatures)
- One 11 x 17 reduced copy of the preliminary plat
- Complete and full legal description of the property
- Answer all questions completely. If you have questions about this form or the application process, call the Selah Planning Department at (509) 698-736
- Remember to bring all necessary attachments and the required filing fee when the application is submitted.
- The City will not accept an application for processing unless it is complete and the filing fees paid. Filing fees are non-refundable

NAME OF SUBDIVISION:	SPEYERS COURT
NUMBER OF LOTS: 3	AVERAGE LOT SIZE IN S.F.:
TYPE OF BUILDINGS TO BE CONSTRUCTED:	EXISTING STRUCTURES

PROPERTY OWNERS AUTHORIZATION:

I hereby authorize the submittal of the preliminary plat _____ to the City of Selah for approval.

I understand that conditions of approval, such as dedication of right-of-way and easements, restrictions on the type of buildings that may be constructed, and access restrictions from public streets, may be imposed as a part of preliminary plat approval and that failure to meet these conditions may result in denial of the final plat.

Signature of Property Owner(s): _____ _____ DATE

ADDRESS: _____

TELEPPHONE: WORK: _____ HOME: _____

Signature of Contract Purchaser(s)/Developer(s)

_____

ADDRESS: _____

TELEPPHONE: WORK: _____ HOME: _____

ZONING CLASSIFICATION: EXISTING R-2, PROPOSED PD

COMPREHENSIVE PLAN DESIGNATION: MODERATE DENSITY RESIDENTIAL

YAKIMA COUNTY ASSESSOR'S TAX PARCEL NO.: 181435-13493

EXHIBIT 4

Revised 09/24/13

CITY OF SELAH

PLANNING DEPARTMENT
113 WEST NACHES AVENUE
SELAH, WA 98942
PHONE: (509) 698-7365 FAX (509) 698-7372

ENVIRONMENTAL CHECKLIST

FILE NUMBER: 971.61.14-03
DATE FEE PAID 1-29-2014
RECEIVED BY /
FEE: $275

INTRODUCTION

The State Environmental Policy Act (SEPA), Chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal if it can be done) and to help the agency decide whether an EIS is required.

This environmental checklist asks you to describe some basic information about your proposal. Government agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply". Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist; may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impacts.

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply". IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For nonproject actions, the references in the checklist to the words "project applicant," and "property of site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

BACKGROUND

1. **Name of proposed project, if applicable:** Speyers Court
2. **Name of applicant:** Carl + Candi Torkelson
3. **Address and phone number of applicant and contact person:** PO Box 292 Selah wa (509) 697-3305 Carl Torkelson
4. **Date checklist submitted:** 3-3-2014
5. **Agency requiring checklist:** CITY OF SELAH
6. **Proposed timing or schedule** (including phasing, if applicable):

EXHIBIT 5

7. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.** NO

8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.** NONE

9. **Do you know whether applications are pending for governmental approvals or other proposals directly affecting the property covered by your proposal? If yes, explain.** NONE

10. **List any government approvals or permits that will be needed for your proposal, if known.** NONE

11. **Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.** 3 Lot Plan development

12. **Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.** 600 A,B,C Speyers Rd See plat map for more info

13. **Taxation parcel numbers(s):** 181435-13493

TO BE COMPLETED BY APPLICANT ONLY **EVALUATION FOR** **AGENCY USE**

B. **Environmental Elements**

Earth

a. **General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____.**

b. **What is the steepest slope on the site (approximate percent slope)?** 2%

c. **What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.** Clay topsoil

d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.** NO

e. **Describe the purpose, type, and approximate quantities of any filing or grading proposed. Indicate source of fill.** NONE

f. **Could erosion occur as a result of clearing, construction, or use? If so, generally describe.** NO

g. **About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?** No Construction to take place

h. **Proposed measures to reduce or control erosion, or other impacts to the earth, if any:** NONE

2. **Air**

a. **What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.** Normal household living; Auto, quantities UNKNOWN

b. **Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.** NO

c. **Proposed measures to reduce or control emissions or other impacts to air, if any:**

. **Water**

a. **Surface:**

1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.** NO

2) **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.** NO

3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.** NONE

4) **Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.** NONE

5) **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.** NO

6) **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.** NONE

b. **Ground:**

1) **Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.** NO

2) **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage, industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.** NONE

c. **Water Runoff (including storm water):**

1) **Describe the source of runoff (including storm water) and method of collection and disposal, if any (including quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.** Building Runoff to be Contained onsite

2) **Could waste materials enter ground or surface waters? If so, generally describe.** NO

d. **Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:** NONE

4. **Plants**

a. **Check or circle types of vegetation found on the site:**

__ **deciduous trees: alder, maple, aspen, other**
__ **evergreen tree: fir, cedar, pine, other**

X shrubs
X grass
__ pasture
__ crop or grain
__ wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other
__ water plants: water lily, eelgrass, milfoil, other
__ other types of vegetation

b. **What kind of and amount of vegetation will be removed or altered?** NONE

c. **List threatened or endangered species known to be on or near the site.** NO

d. **Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:** NO

5. **Animals**

a. **Circle any birds and animals, which have been observed on or near the site or are known to be on or near the site:**

Bird: hawk, heron, eagle, songbirds, other:
Mammals: deer, bear, elk, beaver, other:
Fish: bass, salmon, trout, herring, shellfish, other:

b. **List any threatened or endangered species known to be on or near the site.** NONE

c. **Is the site part of a migration route? If so, explain.** NO

d. **Proposed measures to preserve or enhance wildlife, if any:** NO

Energy and Natural Resources

a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.** electric, Natural gas (heating)

b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.** NO

c. **What kind of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.** NONE

7. **Environmental Health**

a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of the proposal? If so, describe.** NO

1) **Describe special emergency services that might be required.** NONE

2) **Proposed measures to reduce or control environmental health hazards, if any:** NONE

b. **Noise**

1) **What types of noise exist in the area which may affect your project (for example: traffic, equipment, construction, operation, other)?** Normal Household living Auto

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. Normal Levels for Neighborhood

3) Proposed measures to reduce or control noise impacts, if any: NONE

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? R-2

b. Has the site been used for agriculture? If so, describe. NO

c. Describe any structures on the site. 3 living units

d. Will any structures be demolished? If so, what? NO

e. What is the current zoning classification of the site? R-2

f. What is the current comprehensive plan designation of the site? R-2

g. If applicable, what is the current shoreline master program designation of the site? NA

h. Has any part of the site been classified as an "environmentally sensitive" area? If so specify. NO

i. Approximately how many people would reside or work in the completed project? 3 familys

j. Approximately how may people would the completed project displace? NONE

k. Proposed measures to avoid or reduce displacement impacts, if any: NONE

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: NA

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. Middle
3 units exists

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. NONE

c. Proposed measures to reduce or control housing impacts, if any: NONE

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? 33' tall

b. What views in the immediate vicinity would be altered or obstructed? NONE

c. Proposed measures to reduce or control aesthetic impacts, if any: NONE

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur? NONE

b. Could light or glare from the finished project be a safety hazard or interfere with views? NO

c. **What existing off-site sources of light or glare may affect your proposal?** None

d. **Proposed measures to reduce or control light and glare impacts, if any:** None

12. **Recreation**

a. **What designated and informal recreational opportunities are in the immediate vicinity?** Parks, Schools

b. **Would the proposed project displace any existing recreational uses? If so, describe.** NO

c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:** None

13. **Historic and Cultural Preservation**

a. **Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on the site? If so, generally describe.** NO

b. **Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.** N/A

c. **Proposed measurers to reduce or control impacts, if any:** N/A

14. **Transportation**

a. **Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.** Speyers Rd Selah

b. **Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?** NO
2 blocks to the east

c. **How many parking spaces would the completed project have? How many would the project eliminate?** 4 per
unit exist

d. **Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe** (indicate whether public or private). NO

e. **Will the project use** (or occur in the immediate vicinity of) **water, rail, or air transportation? If so, generally describe.** NO

f. **How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.** Unknown

g. **Proposed measures to reduce or control transportation impacts, if any:** None

15. **Public Services**

a. **Would the project result in an increased need for public services** (for example: fire protection, police protection, health care, schools, other)**? If so, generally describe.** NO

e. **Proposed measures to reduce or control direct impacts on public services, if any.** N/A

16. **Utilities**

a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.**

b. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.** No Construction Needed

C. **SIGNATURES**

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature of Proponent or Person Completing Form

Date: 3-3-2014

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Carl Torkelson
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Candi Torkelson
Cell: (509) 961-7656

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REZONE APPLICATION-FINAL DEVELOPMENT PLAN AND PROGRAM

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EXHIBIT
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1.) PLAN ELEMENTS:

(a) Existing maps drawn to scale of not less than one inch to one hundred feet and proposed final contour map:
(See Plat Map)

(b) Location with the names of all existing and proposed streets, public ways, railroad and utility right-of-way, parks or other open spaces and all land uses within two hundred (200) feet of the boundary of the development:
(See Plat Map)

(c) Existing sewers, water mains and other underground facilities within and adjacent to the development and their certified capacities: **(See Plat Map)**

(d) Proposed sewer or other waste disposal facilities, water mains and other underground utilities:
(See Plat Map)

(e) Subdivision map identifying proposed lot configuration and size in sq. feet:
(See Plat Map)

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(f) Proposed land use map identifying the location and purpose of each structure:
(See Plat Map)

(g) Location and size in sq. feet of Community facilities:
(See Plat Map)

(h) Location and size in sq. feet of open space:
(See Plat Map)

(i) Traffic flow plan:

(j) Location and dimension of walls trails or easements:
(See Plat Map)

(k) Location of off – street parking areas, arrangement, number and dimensions of auto garages and parking spaces width of aisles, bays and angles of parking:
(See Plat Map)

(l) Location arrangement, number and dimensions of truck loading and unloading spaces and docks:
(See Plat Map)

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(m) Preliminary plans elevations of typical buildings and structures including general height, bulk, number of dwelling units and the exterior appearance of the buildings or structures:

	Total	Height	Appearance
3 Story Buildings	3	32.5'	Pictures Attached

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3 STORY (single view)

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3 STORY (street view)

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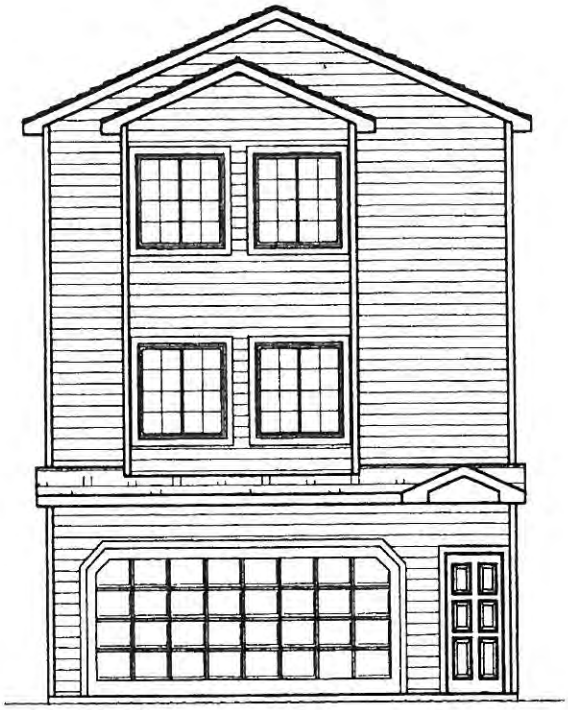
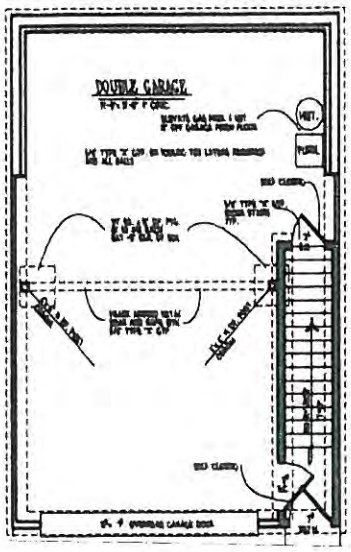
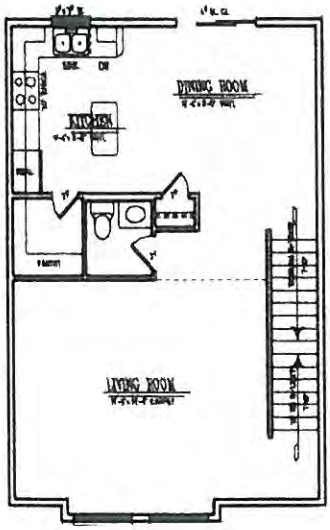
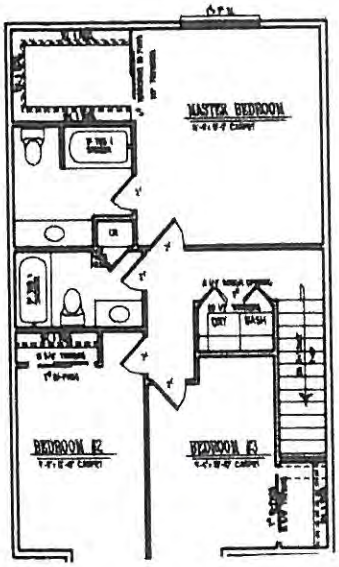
3 STORY (renderings)









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(n) Approximate location height and materials of all walls, fences and screens. Every back yard will be fenced with 6' chain link fencing which will include white privacy slates: **(See Picture Below)**

(o) Indication of stages of development:
(All development will be done at once)

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2.) PROGRAM ELEMENTS:

(a) Statement of goals and objectives (i.e. why it would be in the public interest and be consistent with the comprehensive plan:

The parcel in question is zoned high density R-2. We would like to change it over to a Planned Development to produce individual ownership and potential residential sales. The individual lots would make for a higher tax base and hopefully a better maintained plat through private ownership. It is our goal at Torkelson Construction, Inc. to build quality long lasting neighborhoods to increase the value of the community in which we live.

(b) Tables showing total number of Acres, distribution of Area by use, percent designated for dwellings, Commercial or Industrial uses and open space number of off street parking spaces, streets, parks, playgrounds, schools and open spaces attached:

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LOT #	LOT SIZE SQ. FT.	BUILDING ENVELOPE SQ. FT.	% OF BUILDING TO LOT	PARKING SPACE PER LOT	INDIVIDUAL YARD SPACE SQ. FT.	DRIVE-WAY SPACE SQ. FT	IMPERVIOUS AREA SQ.FT.
1	4843	768	15.8%	2	2320	480	1760
2	3375	768	22.7%	2	1178	480	1429
3	7805	768	9.8%	2	5566	480	1471

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(c) Tables indicating overall densities and density by dwelling types and any proposal for the limitation of density:

There will be 3 units with approximately 3 to 4 persons per unit.

(d) Restrictive Covenants, other than those relating to retention and maintenance of common open space:
(See Attached Covenants)

AFTER RECORDING RETURN TO:

Carl & Candi Torkelson
TORKELSON CONSTRUCTION, INC.
P.O. Box 292
Selah, WA 98942

DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS OF SPEYERS COURT

THIS DECLARATION MADE THIS _____ day of _____, 2014 by CARL L. TORKELSON and CANDI R. TORKELSON, hereinafter referred to as "Declarant" is made with reference to the following facts:

A. Declarant is the owner of a certain property located in the City of Selah ("City"), County of Yakima, State of Washington, more particularly described as all that land within the boundaries of the subdivision shown on the plat recorded in Yakima County, Washington, recorded under Yakima County Auditor's File No._____.

B. Speyers Court shall be referred to as the "project" as defined in Section 1.21.

C. Each lot of Speyers Court shall have appurtenant to it a membership in the Speyers Court Homeowners Association, which shall own the common area.

D. Declarant intends by this document to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of lots.

Now, therefore, Declarant hereby declares that all of the property described above shall be held, sold, leased, mortgaged, encumbered, rented, used, occupied, improved and conveyed subject to the following declarations, limitations, easements, restrictions, covenants and conditions, which are imposed as equitable servitude pursuant to a general plan for the development of the property for the purpose of enhancing and protecting the value and desirability of the project and every part thereof, and which shall run with the real property and be binding on Declarant and its successors and assigns, and on all parties having or acquiring any right, title or interest in or to the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1
DEFINITIONS

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association, as amended from time to time.

1.2 Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating and managing the property which is to be paid by each lot owner as determined by the Association.

1.3 "Association" shall mean and refer to the Speyers Court Homeowners Association.

EXHIBIT
7

1.4 "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.

1.5 "Common Area" shall mean and refer to the portions of the property and all improvements thereon owned by the Association for the common use and enjoyment of the owners, specifically including the common easements. The "common area" shall consist of: (i) the Road Easements comprised of the entry to the project from Southern Ave for ingress and egress to and from each of the lots in the project; (ii) the Maintenance and Yard Easement for the purpose of maintenance of the roofs and siding of the dwellings in the project as well as all yards in the project; and (iii) all improvements owned by the Association.

1.6 "Common Expenses" means and includes the actual and estimated expenses of operating the common area and any reasonable reserve for such purposes as found and determined by the Board and all such designated common expenses by or pursuant to this Declaration. Common expenses shall include the expense of periodic maintenance and testing of all built-in fire detection and protection devices.

1.7 "Declarant" shall mean and refer to CARL L. TORKELSON and CANDI R. TORKELSON, their successors and assigns.

1.8 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as amended or supplemented from time to time.

1.9 "Eligible holder mortgages" shall mean mortgages held by "eligible mortgage holders".

1.10 "Eligible mortgage holder" shall mean a first lender who has requested notice of certain matters from the Association in accordance with Section 8.5C.

1.11 "Eligible insurer or guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice of certain matters from the Association in accordance with Section 8.5C.

1.12 "First lender" shall mean any bank, savings and loan association, insurance company, or other financial institution holding a recorded first mortgage on any lot.

1.13 "Lot" shall mean and refer to any plot of land, together with any improvements thereon, shown upon any recorded subdivision map of the property with the exception of the common area and the private road or utility easements shown on the Map.

1.14 "Map" shall mean and refer to that Map entitled Speyers Court filed for record on _____, 2014, recorded in Yakima County, Washington, under Yakima County Auditor's File No._____.

1.15 "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.

1.16 "Mortgage" shall include a deed of trust as well as a mortgage.

1.17 "Mortgagee" shall include a beneficiary or holder of a deed of trust as well as a mortgagee.

1.18 "Mortgagor" shall include the grantor of a deed of trust as well as a mortgagor.

1.19 "Owner" or "owners" shall mean and refer to the record holder, whether one (1) or more persons or entities, of a fee simple title to any lot which is a part of the project but excluding those persons or entities having an interest merely as security for the performance of an obligation. If a lot is sold under a contract of sale and the contract is recorded, the purchaser, rather than fee owner, will be considered the "owner" from and after the date the Association receives a written notice of the recorded contract.

1.20 "Person" means a natural person, corporation, partnership, a trustee, or other legal entity.

1.21 "Project" shall mean and refer to the entire real property described above including all improvements and structures erected or to be erected thereon.

1.22 "Project documents" shall mean and refer to this Declaration, together with the other basic documents used to create and govern the project, including the Map, Articles, and Bylaws, but excluding unrecorded rules and regulations adopted by the Board or the Association.

1.23 "Property" shall mean and refer to the real property described above and all improvements erected or to be erected thereon, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and all property, real, personal or mixed, intended for use in connection with the project.

1.24 "Restricted and common area" shall mean and refer to those portions of the common area easements, if any, set aside for exclusive use of a lot owner or owners, pursuant to Section 2.7, and shall constitute " exclusive use common area".

1.25 "Singular and plural" The singular and plural number and the masculine, feminine and neuter gender shall each include the other where the context requires.

ARTICLE II
DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, AND CREATION OF PROPERTY RIGHTS

2.1 Description of Project: The project is a 3 single family unit subdivision planned development, which consists of the property and all improvements thereon. Lots 1-3 are single family residential lots.

2.2 Easements: Dedication of Common Area: Each of the lots shown on the Map shall have appurtenant to it as the dominant tenement an easement over the common area(s) and the servient tenement now or hereafter owned by the Association, for ingress and egress, and for use, occupancy and enjoyment, and where applicable, for the construction, maintenance and operation of utilities. All of the easements are subject to the following provisions:

A. The right of the Association to discipline members, and to suspend the voting rights of A member for any period during which any assessment against his lot remains unpaid, and for any infraction of the rules contained in the Declarations, Bylaws, Articles or written rules and regulations in accordance with the provisions of Sections 4.10, 5.2F and 8.1 hereof;

B. The right of the Association to dedicate, transfer or mortgage all or any part of the common area to any public agency, authority and/or utility for such purposes and subject to such conditions as may be agreed to by the members, provided, that in the case of the borrowing of money and the mortgaging of its property as security therefore, the rights of such mortgagee shall be subordinate to the rights of the members of the Association. No such dedication, transfer or mortgage shall be effective unless an instrument signed or approved by three-fourths (3/4) of each class of members agreeing to such dedication, transfer or mortgage has been recorded.

C. The right of the Association to grant easements under, in, upon, across, over, above or through any portion of the common area for purposes, including, by way of example and not by way of limitation, access, utilities, and parking, which are beneficial to the development of the properties in accordance with the general plan established by this Declaration;

D. To avoid the necessity of a separate television antenna for each lot, a cable television system has been installed and may or shall be hooked up to each dwelling on each Int. Said system shall be maintained by the cable television franchisee Each individual lot owner shall be responsible for the payment of all fees for cable television service to that particular lot To the extent required to effectuate the foregoing plan, there shall be an easement in favor of each lot for the purpose of connecting the same with the central cable television line.
Each lot shall be subject to an easement in favor of all other lots and in favor of the entity holding the CATV franchise, to provide for the passage through the lot and any structure thereon of television connections from any other lot to the cable system and shall be subject to a further easement for the placement and maintenance of such connections;

E. Easements for work necessary to complete development and construction of the project, including all parcels annexed or to be annexed. The foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not unreasonably interfere with the use, occupancy or enjoyment of all or any part of the lot servant

to them or to which they appurtenant.

2.3 Easements to Accompany Conveyance Lot: Easements that benefit or burden any lot shall be appurtenant to that lot and shall automatically accompany the conveyance of the lot, even though the description in the instrument of conveyance may refer only to the fee title to the Int.

2.4 Delegation of Use: Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers, who reside on the property.

2.5 Conveyance of Common Area to Association: On or before conveyance of title to the first lot, Declaration shall deed the common area easements to the Association to be held for the benefit of the members of the Association.

2.6 0wners' Rights and Easements for Utilities: The rights and duties of the owners of lots within the project with respect to sanitary sewer, drainage, water, electric, gas, television, receiving, telephone equipment, cables and lines, exhaust flues, and heating and air conditioning facilities (hereinafter referred to, collectively, as "utility facilities") shall be as follows:

A. Whenever utility facilities are installed within the project, which utility facilities or any portion thereof lie in or upon a lot or lots owned by other then the owner of a lot served by said utility facilities, the owners of any lots served by said utility facilities shall have the right or reasonable access for themselves or for utility companies or the City of Selah to repair, to replace and generally maintain said utility facilities as and when the same may be necessary, due to failure or inability of the Board to take timely action to make such repairs or perform such maintenance.

B. Whenever utility facilities are installed within the project which utility facilities serve more than one (1) lot, the owner of each lot served by the utility facilities shall be entitled to the full use and enjoyment of such portions of the utility facilities as service to his lot.

C. In the event of a dispute between owners with respect to the repair or rebuilding of the utility facilities, or with respect to the sharing of the cost thereof, then, upon written request of one (1) of such owners addressed to the Association, the matter shall be submitted to arbitration within sixty (60) days pursuant to the rules of the American Arbitration Association, and the decision of the Arbitrator(s) shall be final and conclusive on the parties.

2.7 Restricted Common Areas: The following described portions of the common area, referred to as "restricted common areas", as the servient tenements, are subject to exclusive easements in favor of the lotto which they are attached or assigned by lot number on the Map as the dominant tenement and shall be appurtenant to these lots: (1) The parking areas between the garages and the access road, are reserved for the residence to which it is adjacent; (2) Each entry, patio, and privacy screened area surrounding the back yard is reserved for the residence to which it is adjacent: and (3) A mail box is reserved for each residence.

Conveyance and resale of any residence includes the exclusive right to the use of the limited common areas and facilities appurtenant to the residence, even though the deed or other instrument of conveyance may fail to say so, subject to the terms of the Road Easement and Maintenance and Yard Easements.

A. Common Areas: Parcel A of Speyers Court

2.8 Encroachment Easements: Each lot is hereby declared to have an easement over adjoining lots and common area for the purpose of accommodation. Any encroachment due to foundations, exterior wails, windows, roof overhangs, fences or walls which are built in accordance with the original design, plans and specifications of Declarant, or due to minor engineering errors, minor errors in original construction, settlement or shifting of the building, or similar causes. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment

occurred due to the intentional conduct of said owner or owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the owners of each adjoining lot agree that minor encroachments over adjoining lots and common area shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

2.9 Easements:

A. Easements: In all cases where a structural wall of a residence that was built as part of the original construction is located on the boundary line between adjacent lots, the owner of the residence shall have a nonexclusive easement over the adjacent lot for access to and maintenance of the wall, the reconstruction of the wall in the event of the partial or total destruction of the same, drainage associated with the wall or the residence of which the wall is apart, and an easement to accommodate the foundation and/or roof or eaves encroachment as per the original design, plans and specifications which were the basis for the original construction of the residence or residences on the other lots. The owner of a lot having a structural wall situated on the boundary line between his lot and the adjoining lot shall not attach anything to the outside of the wall which shall protrude across the boundary line into the adjoining lot, and the owner of the adjoining lot upon which such a wall is situated shall not attach anything to the outside of the wall without (in each case) the consent and permission of the owner of the adjoining lot upon which the residence of which the wall is a part is situated.

B. Arbitration: In the event of a dispute arising concerning the provisions of this section, the matter shall be submitted to arbitration under the rules of the American Arbitration Association.

2.10 Party Walls:

A. General Rules of Law to Apply: Each wall that is built as part of the original construction of a residence, is located on the boundary line with an adjacent lot and either is used in common with the residence on the adjacent lot or abuts against a similar wall on the adjacent lot between two (2) lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

B. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party Wall shall be shared by the owners who make use of the wall in proportion to such use

C. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use; provided, however, that the owner or owners whose negligent act or omission proximately caused the damage or destruction, shall bear the full cost of restoration that is not covered by insurance.

D. Weatherproofing: Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost furnishing the necessary protection against such elements.

E. Right to Contribution Runs with Land: The right of any owner to contribution from any other owner under this Article Shall be appurtenant to the land and shall pass to such owner's successors in title.

F. Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the matter shall be submitted to arbitration under the rules of the American Arbitration Association.

2.11 Maintenance Easement: An easement over each lot as the servient tenement is reserved by Declarant and is hereby granted to the Association, for the purpose of entering on the property to perform such maintenance, if any, as the Association elects or is required to do in accordance with the provisions of Section 5.1A of this Declaration

2.12 Yard Maintenance Easement: An easement over the yard of each lot as the servient tenement is reserved by Declarant, and is hereby granted to the Association, for the

purpose of entering the yard to maintain the landscaping thereon It shall be the responsibility of the Association to maintain the landscaping of the yards throughout the project in accordance with the rules and reputations adopted by the Association.

2.13 Provision for Municipal Services: Domestic water supply services to each lot, in the common area, will be provided by the City of Selah or the Selah-Naches irrigation District. The City of Selah also provides sanitary sewer service. To assure the City of Selah, at their option in the event a service or maintenance contract is entered into between the Association and the City of Selah, access to maintain and repair its services and facilities for the provisions of police and fire protection, the Association shall keep all utilities, including but not limited to, storm drains, sewers, access ways, roadways, lighting and appurtenances thereto on the subdivided property, in a state of good condition and repair, consistent with the standard of quality of said roadways end appurtenances upon original installation, All such repairs shall be made at the expense of the Association.

2.14 Drainage Easements: An easement over and under each lot is reserved by Declarant, and is hereby granted to the Association for the maintenance of an in-tract storm drainage system. Reciprocal appurtenant easements between each lot and the common area and between adjoining lots are hereby created for the flow of surface water.

2.15 Other Easements: The common area and each lot are subject to all easements, dedications, and rights of way granted or reserved in, on, over and under the property as shown on the Map.

2.16 Rights of Entry and Use: The lots and common area (including restricted common area) shall be subject to the following rights of entry and use:

A. The right of the Association agents to enter any lot to cure any violation of this Declaration or the Bylaws, provided that the owner has received notice and a hearing as required by the Bylaws (except in the case of an emergency) and the owner has failed to cure the violation or take steps necessary to cure the violation within thirty (30) days after the finding of a violation by the Association;

B. The access rights of the Association to maintain repair or replace improvements or property located in the common area as described in Section 5.2E;

C. The easements described in this Article 11.

D. The right of the Association's agents to enter any lot to perform maintenance as described in Section 8.6.

E. The rights of the Declarant during the construction period as described in Section 8.9.

2.17 Partition of Common Area: There shall be no subdivision or partition of the common area, nor shall any owner seek any partition or subdivision thereof. Notwithstanding any provisions to the contrary contained in this Declaration and in order to pronto for a means of terminating the project if this should be necessary or desirable, on occurrence of any of the conditions allowing an owner of a lot to maintain an action for partition, three-quarters (3/4) of the owners of lots shall have the right to petition the Superior Court having jurisdiction to alter or vacate the recorded Subdivision. Nothing herein shall be construed to prohibit partition of a joint tenancy or co-tenancy in any lot.

ARTICLE III
ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

3.1 Association to Own and Manage Common Areas: The Association shall own and manage The common area easements in accordance with the provisions of this Declaration, the Articles and the Bylaws of the Association.

3.2 Membership: the owner of a lot shall automatically, upon becoming the owner of same, be a member of the Association, and shall remain a member thereof until such time as

his ownership ceases for any reason. Membership shall be appurtenant to and may not be separate from ownership of a lot. Membership shall be held in accordance with the Articles and Bylaws of the Association.

3.3 Transfer of Membership: Membership in the Association shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale or encumbrance of the lot to which it is appurtenant, and then only to the purchaser, in the case of a sale, or mortgagee, in the case of an encumbrance of such lot. On any transfer of title to an owner's lot, including a transfer on the death of an owner, membership passes automatically with title to the transferee.

3.4 Membership, Classes and Voting Rights: The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Declarant (as defined in Section 1.7) and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B: The Class B member or members shall be the Declarant and shall be entitled to vote as follows: Voting shall be the same as for Class A memberships, except that the Class B member may triple its votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) When the total votes outstanding in the Class A membership equal the total votes (tripled as stated above) outstanding in the Class B membership; or (ii) on the second anniversary date of the recording this Declaration.

ARTICLE IV
MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each lot owned within the project, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is covenant and agrees: (1) to pay to the Association annual assessments or charges and special assessments for purposes permitted herein, such assessments to be established and collected as hereinafter provided; and (2) to allow the Association to enforce an assessment lien established hereunder by non judicial proceeding under a power of sale or by any other means authorized by law. The annual and special assessments, together with fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made, the lien to become effective upon recordation of notice of delinquent assessment. Each such assessment, together with interest, late charges, collection costs, and reasonable attorney's fees, shall also be the personal joint and several obligation of the person who was the owner of such property at the time when the assessment fell due. No owner of a lot may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas or by the abandonment of his lot.

4.2 Annual Assessment:

A. The Board has authority to impose annual assessments, provided that it may not impose a regular assessment that is more than ten percent (10%) greater than the regular assessment for the Association's preceding fiscal year or impose special assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year without the approval of owners casting a majority of the votes at a meeting or election of the Association, provided, that the foregoing provisions do not limit assessment increases for the following purposes: (1) The maintenance or repair of the common areas or other areas which the Association is obligated to maintain or repair, including, but not limited to, the payment of insurance premiums, the payment of utility bills, the cost incurred in maintaining structures or improvements which includes snow removal from private road and common area landscaping maintenance and funding reserves; and (2) addressing emergency situations.

B. The Board may not, without the vote or written consent of a majority of the voting power of the Association residing in members other than the Declarant, impose a regular annual assessment which is more than twenty percent (20%) greater than the regular annual assessment for the immediately preceding fiscal year.

C. Without membership approval, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum. However, the annual assessment may not be decreased, whether by the Board or by the members, by more than ten percent (10%) without the approval of a majority of the voting power of the Association residing in members other than the Declarant. Failure by the Board to set assessments shall not be deemed a waiver of the assessments but rather the prior year's assessment shall continue.

D. Subject to the limitations on the maximum and minimum amount of assessments herein provided, if, at any time during the course of any year, the Board shall deem the amount of the annual assessment to be inadequate or excessive, the Board shall have the power, at a regular or special meeting, to raise the assessment for the balance of the assessment year, effective on the first day of the month next following the date of the revision, provided that the Board may not by such action increase the assessments by more than five percent (5%) in the aggregate (including increases in special assessments) of the budgeted gross expenses of the Association for that fiscal year without the consent of a majority of the voting power of the Association residing in members other than the Declarant, and any approval that may be required under Section 4.3.

4.3 Special Assessments for Capital Improvements or Extraordinary Expenses; Reserves for Replacement: The Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, or for extraordinary expenses incurred by the Association, provided that in the event special assessments exceed in the aggregate five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, the vote or written consent of a majority of the voting power of the Association residing in members other than the Declarant shall be required to approve such assessments and the Association shall obtain any approval that may be required under Section 4.3. Special assessments shall be levied on the same basis as regular assessments.

As part of the regular annual assessments for maintenance authorized above, the Board of Directors shall annually fix the amount to be contributed pro rata by each member to reserve funds for the purpose of defraying, in whole or in part, the cost or estimated cost of any reconstruction, repair or replacement of improvements, including fixtures and personal property related thereto. Such determination shall be made after consideration of the need for additional funds and of the Association's capital position. The Board shall maintain a separate account for those reserve funds. The Board shall fix the method of payment of such assessments and Shall be empowered to permit ether lump sum or monthly payments. Separate records shall be maintained for all funds deposited to the said account, which shall be designated as a "Reserve Account".

Amounts received by the Association as contributions, assessments or dues from the owners shall be held in one (1) or more accounts. Deposits shall be made, and funds accounted for, so that reserves for capital improvements and for replacement may be separate from funds for operating expenses or repair and maintenance funds if the Board considers it necessary. Capital improvement and replacement funds shall be used solely for capital improvements and replacements of the common area within the project.

4.4 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4,4: Any action authorized under Sections 4.3 and 4.4, which requires a vote of the membership, shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than ten (10) nor more than ninety (90) days in advance of the meeting, specifying the place, day and hour of the meeting and, in the case of a special meeting, the nature of the business to be undertaken.

4.5 Division of Assessments: All assessments, both annual and special, shall be charged to and divided among the lot owners equally, Assessments may be collected on a monthly basis.

4.6 Date of Commencement of Annual Assessment; Due Dates: The regular assessments provided for herein shall commence as to all lots covered by this Declaration on the first day of the month following the closing of the first sale on the conveyance of the first lot to the purchaser thereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Subject to the provisions of Section 4.3 hereof, the Board of Directors shall use its best efforts to fix the amount of the annual assessment against each lot and send written notice thereof to every owner at least forty-five (45) days in advance of each annual assessment period, provided that failure to comply with the foregoing shall not affect the validity of any assessment levied by the Board. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association selling forth whether the assessments on a specified lot have been paid. Such a certificate shall be conclusive evidence of such payment.

4.7 Effect of Nonpayment of Assessments: Any assessment not paid within fifteen (15) days after the due date shall be delinquent, shall bear interest at the rate of twelve percent (12%) per annum commencing thirty (30) days after the due date until paid, and shall incur a late payment penalty in an amount to be set by the Board from time to time, not to exceed the maximum permitted by applicable law or in the amount of Twenty-Five Dollars ($25.00) or ten percent (10%) of the delinquent assessment, whichever is greater,

4.8 Transfer of Lot by Sale or Foreclosure: Sale or transfer of any lot shall not affect the assessment lien. However, the sale of any lot pursuant to mortgage foreclosure of a first mortgage shall extinguish the lien of such assessments (including attorney's fees, late charges, or interest levied in connection therewith) as to payments which became due prior to such sate or transfer (except for assessment liens recorded prior to the mortgage). No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Where the mortgagee of a first mortgage of record or other purchaser of a lot obtains title to the same as a result of foreclosure of any such first mortgage, such acquirer of title, his successor and assigns, shall not be liable for the share of the common expenses or assessment by the Association chargeable to such lot which became due prior to the acquisition of title to such lot by such acquirer (except for assessment liens recorded prior to the mortgage). (No amendment of the preceding sentence may be made without the consent of owners of lots to which at least three-quarters (3/4) of the votes in the Association are allocated, and the consent of the eligible mortgage holders holding first mortgages). Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from owners of all of the lots including such acquirer, his successors or assigns.

In a voluntary conveyance of a lot, the grantee and the grantor shall be jointly and severally liable to the Association for all unpaid assessments against the lot for the grantor's share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore.

However, any such grantee shall be entitled to a statement from the Association, dated as of the record date of conveyance, setting forth the amount of the unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount sat forth in the statement; provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

4.9 Priorities; Enforcement; Remedies: If an assessment is delinquent, the Association may record a notice of delinquent assessment and establish a lien against the lot of the delinquent owner prior and superior to all other liens except (1) all taxes, superior thereto; and (2) the lien or charge or any first mortgage of record (meaning any recorded mortgage or

deeds of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. The notice of delinquent assessment shall state the amount of the assessment, collection costs, attorney's fees, late charges and interest, a description of the separate interest against which the assessment and other sums are levied, the name of the record owner, and the name and address of the trustee authorized by the Association to enforce the lien by sale. The notice shall be signed by any officer of the Association or by any management agent retained by the Association.

An assessment lien may be enforced in any manner permitted by law, including sale, by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to law. Any sale shall be conducted in accordance with the provisions of any successor statutes thereto, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. Nothing herein shall preclude the Association from bringing an action directly against the owner for breaching the personal obligation to pay assessments.

Fines and penalties for violation of restrictions are not "assessments" and are not enforceable by assessment lien.

The Association, acting on behalf of the owners, shall have the power to bid for the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Where the purchase of a foreclosure lot will result in a five percent (5%) or greater increase in assessments, the purchase shall require the vote or written consent of a majority of the total voting power of the Association, including a majority of members other than Declarant. During the period a lot is owned by the Association, following foreclosure: (1) No right to vote shall be exercised on behalf of the lot; (2) no assessment shall be assessed or levied on the lot; and (3) each other lot shall be charged, in addition to its usual assessment, its share of the assessment that would have been charged to such lot had it not been acquired by the Association as a result of foreclosure. After acquiring title to the lot at foreclosure sale following notice and publication, the Association may execute, acknowledge and record a deed conveying title to the lot which deed shall be binding upon the owners, successors, and all ether parties. Suit to recover a money judgment for unpaid common expenses, rent and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights of a member who is in default in payment of any assessment, after notice and hearing, as provided in the Bylaws.

4.10 Unallocated Taxes: In the event that any taxes are assessed against the common area, or the personal property of the Association, rather than being assessed to the lots, said taxes shall be included in the assessments made under the provisions of Section 4.1 and, if necessary, a special assessment may be levied against the lots in an amount equal to said taxes, to be paid in two (2) installments, thirty (30) days prior to the due date of each tax installment.

4.11 Exempt Property: Those lots having no structural improvements for human occupancy shall be exempt from the payment of that portion of any assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of the structural improvement. The exemption may include (a) Roof replacement; (b) exterior maintenance; (c) walkway lighting; and (d) insurance on uncompleted residences.

Any such exemptions from the payment of assessments shall be in effect only until a notice of completion of the payment of assessments shall be in effect until a notice of completion of the structural improvement has been recorded or until one hundred twenty (120) days after the issuance of a building permit for the structural improvement, whichever occurs first.

ARTICLE V
DUTIES AND POWERS OF THE ASSOCIATION

5.1 Duties: In addition to the duties enumerated in the Articles and Bylaws or elsewhere

provided for in this Declaration, and without limiting the generality thereof, the Association shall perform the following duties:

A. Maintenance: The Association shall maintain and repair the following:

(1) The common area, all improvements and landscaping thereon, and all property owned by the Association, including without limitation, private streets, irrigation systems, lighting fixtures, and utility, sewer or drainage systems not maintained by a public entity, utility company, or improvement district. Association shall also be responsible for snow removal on the private road located within the planned development.

(2) The exterior surfaces of the residences, including roofs, siding, trim, railings and skylights, but excluding windows; provided, -however, each lot owner shall be responsible for maintaining the windows and other parts of his or her home in a manner that does not damage the roofs, siding and party walls. Maintenance shall include without limitation, painting, staining or caulking as often as the Board deems appropriate. Each lot owner shall be responsible for structural repairs to his or her residence, including without limitation, the foundation(s) and walls.

(3) The landscaping for each lot except for private patio areas. Maintenance shall include regular fertilization, irrigation and other garden management practices necessary to promote a healthy, weed free environment for optimum plant growth. If the Association incurs any maintenance or repair costs because of the willful or negligent act or omission of any owner or the owner's agents, occupants, or invitees, and such cost was not covered by insurance maintained by the Association, the Association shall charge the responsible owner who immediately shall pay the charges to the Association together with interest thereon at the rate of twelve percent (12%) per annum (but not in excess of the maximum interest rate authorized by law) from the date the cost was incurred by the Association until the date the charge is paid by the owner. If the owner disputes the charge, the owner shall be entitled to a notice and a hearing as provided in the Bylaws before the charge may be collected. The Association may, but shall not be obligated to, adopt rules and regulations under which the individual lot owners may maintain garden areas on a portion of their individual lots.

B. Insurance: The Association shall obtain and maintain the following insurance:

(1) A casualty policy insuring all improvements and fixtures owned by the Association, unless the Board in its sole discretion determines that such insurance is not necessary;

(2) A comprehensive public liability policy insuring the Association, its agents, the Declarant, and the owners or occupants of the lots and their respective family members, guests, invitees and agents against any liability incident to the ownership or use of the common area easements crony other .Association owned or maintained real or personal property.

(3) Workers' compensation insurance to the extent required by law;

(4) Fidelity bonds or insurance covering officers, directors, and employees that have access to any Association funds, unless a majority of the members vote to suspend this requirement;

(5) Flood insurance on common area improvements if the project is located in an area designated by an appropriate governmental agency as a special flood hazard area;

(6) Officers and directors liability insurance; and

(7) Such other insurance as the Board in its discretion considers necessary or advisable.

The amount, term and coverage of any policy required hereunder (including the type of endorsements, the amount of the deductible, the named insured, the loss payees, standard mortgage clauses, and notices of changes or cancellations) shall satisfy the minimum

requirements imposed for this type of project by the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") or any successor thereto. If FNMA or FHLMC requirements conflict, the more stringent requirement shall be met. If FNMA or EHLMC do not impose requirements on any policy required hereunder, the term, amount and coverage of such policy shall be no less than that which is customary for similar policies on similar projects in the area.

Each owner appoints the Association or any insurance trustee designated by the Association to act on behalf of the owners in connection with all insurance matters arising from any insurance policy maintained by the Association, including without limitation, representing the owners in any proceeding, negotiation, settlement or agreement.

Any insurance maintained by the Association shall contain a "waiver of subrogation" as to the Association and its officers, directors and members, the owners and occupants of the lots (including Declarant) and mortgagees, "and, if obtainable, a cross-liability to each other insured. The Association shall periodically (and not less than once every three (3) years) review all insurance policies maintained by the Association to determine the adequacy of the coverage and to adjust the policies accordingly.

Each buyer of a lot shall pay the portion of the premium(s) attributable to the buyer's lot (prorated to the date of close of escrow) for the policy or policies purchased by Declarant for the Association.

Each owner shall obtain and maintain, at the owner's sole expense, fire and casualty coverage as may be required by any mortgagee of the owner's lot and in no event less than the amount and type of fire and casualty insurance required to be obtained and maintained as determined by the Board. All such individually carried insurance shall contain a waiver of subrogation by the carder as to the other owners, the Association, Deodorant, and the mortgagees of such lot. Each owner shall provide proof of insurance to the Board at least annually.

The Association, and its directors and officers, shall have no liability to any owner or mortgagee if, after a good faith effort, it is unable to obtain the liability insurance required hereunder, because the insurance is no longer available or, if available, can be obtained only at a cost that the Board in its sole discretion determines is unreasonable under the circumstances, or the members fail to approve any assessment increase needed to fund the insurance premiums. In such event, the Board shall immediately notify each member and any mortgagee entitled to notice that the liability insurance will not be obtained or renewed.

C. Discharge of Liens: The Association shall discharge by payment, if necessary, any lien against the common area and charge the cost thereof to the member or members responsible for the existence of the lien after notice and hearing as provided in the Bylaws.

D. Assessments: The Association shall fix, levy, collect and enforce assessments as set forth in Article IV hereof.

E. Payment of Expenses: The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

F. Enforcement: The Association shall enforce this Declaration.

5.2 Powers: In addition to the powers enumerated in the Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the following powers:

A. Utility Services: The Association shall have the authority (but not the obligation) to obtain, for the benefit of all the owners, all water, gas, electric service, garbage collection and cable television service. While the Association has this authority, the project has been established on the basis that each unit owner will pay for these services on an individual lot-by-lot basis.

B. Easements: The Association shall have authority (by majority vote) to grant easements in addition to those shown on the Map where necessary for utilities, cable television and sewer facilities over the common area to serve the common areas and lots.

C. Manager: The Association may employ a manager or other persons and contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, except for the responsibility to levy fines, impose discipline, hold hearings; file suit, record or foreclose liens, or make capital expenditures, provided that any contract with a firm or person appointed as a manager or managing agent shall not exceed a one (1) year term, shall provide for the right of the Association to terminate the same at the first annual meeting of the Association, and to terminate the same without cause or payment of a termination fee on ninety (90) days' written notice, or for cause on thirty (30) days' written notice.

D. Adoption of Roles: The Association or the board may adopt reasonable rules not inconsistent with this Declaration relating to the use of the common area and all facilities thereon, and the conduct, of owners and their tenants and guests with respect to the property and other owners.

E. Access: The Board or its agents may enter any residence, restricted common area, patio area, roof area and/or garage area as necessary in connection with any maintenance or emergency repairs for which the Association is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Association at the expense of the common fund. Except in case of emergency, twenty-four (24) hour advance notice shall be given to the owner or occupant.

F. Assessments, Liens and Fines: The Association shall have the power to levy and collect assessments in accordance with the provisions of Article IV hereof. The Association may impose fines or take disciplinary action against any owner for failure to pay assessments or for violation of any provision of the project documents. Penalties may include but are not limited to fines, temporary suspension of voting fights or other appropriate discipline, provide the member is given notice and hearing as provided in the Bylaws before the imposition of an fine or disciplinary action.

G. Enforcement: The Association shall have the authority to enforce this Declaration.

H. Acquisition and Disposition of Property: The Association shall have the power to acquire (by gift, purchase or otherwise) own, hold, improve, build 'upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association. Any transfer of property shall be by document signed or approved by the three-fourths (3/4) of the total voting of the Association which shall include three-fourths (3/4) of the voting power of each class member.

I. Loans: The Association shall have the power to borrow money, but only with the assent (by vote or written consent) of three-fourths (3/4) of the total voting power of the Association including three-fourths (3/4) of the members other than Declarant to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

J. Dedication: The Association shall have the power to dedicate, sell, or transfer all or any pad of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication shall be effective unless an instrument has been signed or approved by three-fourths (3/4) of the total voting power of the Association including three-fourths (3/4) of the members other than Declarant agreeing to such dedication, sale or transfer.

K. Contracts: The Association shall have the power to contract for goods and/or services for the common areas, facilities and interests or for the Association, subject to any limitations set forth elsewhere in the project documents.

L. Delegation: The Association, the Board, and the officers of the Association shall have the power to delegate their authority and powers to committees, officers or

employees of the Association, or to a manager employed by the Association; provided, that the Board shall not delegate its responsibility:

(1) To make expenditures for capital additions or improvements chargeable against the reserve funds;

(2) To conduct hearings concerning compliance by an owner or his tenant, lessee, guest or invitee with this Declaration, Bylaws or rules and regulations promulgated by the Board;

(3) To make a decision to levy monetary fines, impose special assessments against individual units, temporarily suspend an owner's rights as a member of the Association or otherwise impose discipline;

(4) To make a decision to levy regular or special assessments; or

(5) To make a decision to bring suit, record a claim of lien or institute foreclosure proceedings for default in payment or assessments.

M. Water Service: The Association shall have the authority to acquire and pay for water service for the purpose of maintaining the landscaping in the project. Individual lot owners shall be responsible for paying for water service to their individual residences.

5.3 Commencement of Association Duties and Powers: Until incorporation of the Association, all duties and powers of the Association as described herein, including all rights of consent and approval shall be and remain the duties and powers of Declarant. From and after the date of incorporation of the Association, the Association shall assume all duties and powers, and Declarant shall be relieved of any further liability therefore.

ARTICLE VI
ARCHITECTURAL AND LANDSCAPING CONTROL

6.1 Approval of Plans: No building, fence, wall, pool, spa, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, trellis, improvement or structure of any kind shall be commenced, installed, erected, painted or maintained upon the property, nor shall any alteration or improvements of any kind be made thereto, or to the exterior of any residence, until the same has been approved in writing by the Board, or by an Architectural Control Committee appointed by the Board. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements, alterations, etc., shall be submitted to the Board or to the Architectural Control Committee for approval as to the quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line. No permission or approval shall be required to repaint in accordance with the original color scheme previously approved by the Committee or the Board, or to rebuild in accordance with plans and specifications previously approved by the Committee or by the Board. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his residence, or to paint the interior of his residence any color desired.

6.2 Architectural Control Committee Action: The Architectural Control Committee shall consist of three (3) members. Declarant may appoint all of the original members of the Committee. The Declarant reserves to itself the power to appoint a majority of the members to the Committee until eighty-seven and one-half percent (87.5%) of all the lots in the project have been sold or until the expiration of three (3) years from the date of recording of this document, whichever first occurs. Thereafter, the Board shall have the power to appoint all of the members of the Committee. Members appointed to the Committee by the Board shall be from the membership of the Association. Members appointed to the Committee by the Declarant need not be members of the Association. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the successor shall be appointed by the person, entity or group which appointed such member until

Declarant no longer has the right to appoint any members to the Committee, and thereafter the Board shall appoint such a successor. Neither the members of the Committee nor Its designated representative shah be entitled to any compensation for services performed pursuant hereto. In the event the Committee fails to approve or disapprove plans and specifications within thirty (30) days after the same have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

6.3 Landscaping: No landscaping of patios or yards or portions of lots visible from the street or from any common area shall be undertaken by any owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Architectural Control Committee or the Board.

6.4 Governmental Approval: Before commencement of any alterations or improvements approved by the Architectural Control Committee, the owner shall comply with all appropriate governmental laws and regulations. Approval by the Committee does not satisfy the appropriate approvals that may be required by any governmental entity with appropriate jurisdiction.

ARTICLE VII
USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the property and each lot is subject to the following:

7.1 Use of Lot: No lot shall be occupied and used except for residential purposes by the owners, their tenants, and social guests, except that Declarant, its successors or assigns, may use the property for a model home site or sites, and display and sales office during construction until the last lot is sold by Declarant, or, where Declarant elects to retain one (1) or more lots as an investment, until three (3) years from the date of closing of the first sale in the project. No tent, shack, trailer, basement, garage, outbuilding or structure of a temporary character shall be used on any lot at any time as a residence, either temporarily or permanently.

7.2 Nuisances: No noxious, illegal or seriously offensive activities shall be carried on upon any lot, or any part of the property, nor shall anything be done thereon which may be or may become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his respective lot.

7.3 Vehicle Restrictions: No trailer, camper, recreational vehicle, commercial vehicle, pick-up truck, van (other than standard size pick-up trucks or standard size vans), boat, inoperable automobile or similar equipment shall be permitted to remain upon any area within the property, other than temporarily or unless placed within an enclosed garage. Commercial vehicles shall not include sedans (or standard size vans or pickup trucks) which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smoky vehicles shall be operated upon the property. No unlicensed motor vehicles shall be operated upon the property. Twenty-four (24) hours after notice has been personally delivered to the vehicle owner by an agent of the Association or placed on the windshield of a vehicle, or seventy-two (72) hours after notice has been mailed to the address of the registered owner of a vehicle parked, stored, or maintained on the premises in violation of the provisions of this Declaration, the vehicle owner shall be deemed to have consented to the removal of said vehicle from the project, and the Association or its agents or employees shall have the authority to tow away and .store any such vehicle, whether said vehicle shall belong to a lot owner or his tenant, member of his family or his guest or invitee. Charges for such towing and storage shall be paid by the lot owner responsible for the presence of such vehicle. No owner or tenant shall park more than two (2) vehicles in the project at any onetime, except on a temporary basis. The Board may adopt such rules and regulations as the Board determines are appropriate for carrying out the intent of this section.

7.4 Parking: There shall be no parking, of any type vehicle, within or on any common

area including the private road located within the planned the development of Speyers Court.

7.5 Storage in Common Area: Nothing shall be stored in the common area without the prior consent of the Board.

7.6 Signs: No signs, except the developments name plaquared shall be displayed to the public view on any lot or on any portion of the property except such signs as are approved by the Board or committee appointed by the Board. "For Sale" or "For Rent" signs shall be allowed, provided they do not exceed five (5) square feet in size.

7.7 Animals: No animals of any kind shall be raised, bred, or kept on any lot or in the common area except usual and ordinary household pets such as dogs or cats, provided they are kept under reasonable control at all times. Notwithstanding the foregoing, no pets may be kept on the property which result in an annoyance or are obnoxious to other owners. No pets shall be allowed in the common area except as may be permitted by rules of the Board. No owner shall allow his or her pet to enter the common area except on a leash. After making a reasonable attempt to notify the owner, the Association or any owner may cause any unleashed dog found within the common areas to be removed by the Association to a pound or animal shelter by calling the appropriate authorities. Owners shall be fully responsible for any damage caused by their pets.

7.8 Garbage and Refuse Disposal: All rubbish, trash and garbage shall be regularly removed from the lots, and shall not be allowed to accumulate thereon. "Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept in the garage except on the day of garbage pickup.

7.9 Liability of Owners for Damage to Common Areas: The owner of each lot shall be liable to the Association for all damage to the common area improvements (including landscaping) caused by such owner or the owner's agents, occupants, invitees or pets, except for that portion of damage covered by insurance carried by the Association. The responsible owner shall be charged with the cost of repairing such damage (including interest thereon) as described in Section 5.1A.

7.10 Leasing of Lots: No owner shall be permitted to lease his lot for any period Less than thirty (30) days. Any lease agreement shall be required to provide that the term of the lease shall be subject in all respects to the provisions of the Declaration, Articles and Bylaws and to all house rules and regulations adopted by the Board and that any failure of the Lessee to comply with the terms of such documents shall be a default under the law. All leases shall be required to be in writing. Other than the foregoing, there is no restriction in the right of any owner to lease his Let. All owners leasing or renting their lots shall promptly notify the Secretary of the Association in writing of the names of all tenants and members of tenant's family occupying such lot and of the address and telephone number where such owner can be reached.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Enforcement: The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, the Articles and Bylaws and In such action shall be entitled to recover reasonable attorney's fees as are ordered by the court, Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2 Invalidity of Any Provision: Should any prevision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

8.3 Term: The covenants and restrictions of this Declaration shall run with and bind the property, and shall insure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs,

successors and assigns, for a term of thirty (30) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years, unless an instrument in writing, signed by a majority of the then owners of the lots, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions in whole or in part or to terminate the same.

8.4 Amendments: Prior to close of escrow of the sale of the first lot, Declarant may amend this Declaration. After the sale of the first lot, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing a majority of the affirmative votes or written consent of members other than the Declarant. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be certified in writing, executed and acknowledged by the President and recorded in the Yakima County Auditor's Office. No amendment shall adversely affect the rights of the holder of any mortgage of record prior to the recordation of such amendment.

8.5 Rights of First Lenders: No breach of any of the covenants, conditions and restrictions herein contained or the enforcement of any lien provisions herein shall render invalid the lien of any first mortgage on any lot made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and be effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise. Notwithstanding any provision in this Declaration to the contrary, first lenders shall have the following rights:

A. Copies of Project Documents: The Association shall make available to all owners and first lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Bylaws, Articles or other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

B. Audited Statement: "The holders of fifty-one percent (51%) or more of first mortgages shall be entitled, upon written request, to have an audited financial statement for the immediately preceding fiscal year prepared at the sole expense of the party requesting the audited financial statement, if one is not otherwise available. Due to the size of the project, it is not anticipated that the financial statements for the projects will be audited. Such statement shall be furnished within a reasonable time following such request.

C. Notice of Action: Upon written request to the Association, identifying the name and address of the eligible mortgage holder or eligible insurer or guarantor, and the lot number or address, such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(1) Any condemnation loss or any casualty loss which affects a material portion of the project or any lot on which there is first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(2) Any default in performance of obligations under the project documents or delinquency in the payment of assessments or charges owed by an owner of a lot subject to a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(4) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders a specified in Section 8.5D. The Association shall discharge its obligation to notify eligible holders or eligible insurers or guarantors by sending written notices required herein to such parties at the address given on the current request for notice, in the manner prescribed by Section 8.13.

D. Consent to Action: Except as provided by statute or by other provision of the project documents in case of substantial destruction or condemnation of the project, and further

excepting any real location of interests in the common area(s) which might occur pursuant to any plan of expansion or phased development contained in the original project documents:

(1) The consent of owners of lots to which at least seventy-five percent (75%) of the votes in the Association are allocated and the approval of eligible mortgage holders holding mortgages on lots which have at least seventy-five percent (75%) of the votes of lots subject to eligible holder mortgages, shall be required to terminate the legal status of the project as a planned unit development project.

(2) The consent of owners of lots to which at least seventy-five percent (75%) of the votes in the Association are allocated and the approval of eligible mortgage holders holding mortgages on lots which have at least fifty-one percent (51%) of the votes of the lots subject to eligible holder mortgages, shall be required to add or amend any material provisions of the project documents which establish, provide for, govern, or regulate any of the following: (i) voting; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of the common area(s) or lots; (iv) insurance or fidelity bond; (v) rights to use of common areas; (vi) responsibility for maintenance and repair of the several portions of the project; (vii) expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project (except as provided in paragraph D(1) above; (viii) boundaries of any lot; (ix) the interests in the general or restricted common areas; (x) convertibility of lots into common areas or of common areas into lots; (xi) leasing of lots; (xii) imposition of any right of first refusal or similar restriction on the right of a lot owner to sell, transfer, or otherwise convey his or her lot; (xiii) any provisions which are for the express benefit of mortgage holders, eligible mortgage holders, or eligible insurers or guarantors of first mortgages on lots.

(3) An addition or amendment to such document shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting part a negative response within thirty (30) days shall be deemed to have approved such request.

E. Right of First Refusal: The right of a lot owner to sell, transfer or otherwise convey his or her lot shall not be subject to any right of first refusal or similar restriction.

F. Contracts: Any agreement for professional management of the project, or lease or any other contract providing for services of the developer, sponsor, or builder, may not exceed one (1) year. Any agreement, contract, or lease, including a management contract entered into prior to passage of control of the Board of Directors of the Association to lot purchasers, must provide for termination by either party for cause on thirty (30) days' written notice, or without cause and without payment of a termination fee or penalty on ninety (90) days' or less written notice.

G. Reserves: Association dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those improvements which the Association is obligated to maintain that must be replaced on a periodic basis, and the assessments therefore shall be payable in regular installments rather than by special assessments.

H. Priority of Liens: Any first lender who obtains title to a lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such lots unpaid assessments and fees, late charges, fines or interest levied in connection therewith which accrue prior to the acquisition of title to such lot by the mortgagee (except for claims for a pro rata share of such assessments or charges to all project lots including the mortgaged lot, and except for assessment liens recorded prior to the mortgage).

I. Distribution of Insurance or Condemnation Proceeds: No owner, or any other party shall have priority over any rights of first lenders pursuant to their mortgages in the case of a distribution to Jot owners of insurance proceeds or condemnation awards for losses to or taking of common area property.

J. Restoration or Repair: Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in

accordance with the Declaration and the original plans and specifications, unless other action is approved by eligible mortgage holders holding mortgages on lots which have at least fifty-one percent (51%) of the votes of lots subject to eligible holder mortgages.

K. Termination: Any election to terminate the legal status of the project after substantial destruction of a substantial taking in condemnation of the project property must require the approval of eligible mortgage holders holding mortgages on lots which have at least fifty-one percent (51%) of the votes of lots subject to eligible holder mortgages.

L. Reallocation of Interests: No reallocation of interests in the common areas resulting from a partial condemnation of partial destruction of the project may be affected without the prior approval of eligible mortgage holders holding mortgages on all remaining lots whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining lots subject to eligible holder mortgages.

M. Termination of Professional Management: When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insured or guarantor at that time or later, any decision to establish self management by the Association shall require the prior consent of owners of lots to which at least seventy-five percent (75%) of the votes in the Association are allocated and the approval of eligible mortgage holders holding mortgages on lots which have at least fifty-one percent (51%) of the votes of lots subject to eligible holder mortgages.

N. Payment of Taxes or Insurance by Lenders: First lenders may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against the common area property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy, for such common area property and first lenders making such payment provided that said lender(s) have given notice to the Association prior to the making of such payment(s) and the Association has failed to pay the same.

8.6 Owners' Right and Obligation to Maintain and Repair: Except for those portions of the project which the Association is required to maintain and repair, each lot owner shall, at his sole cost and expense, maintain and repair his lot and all improvements thereon, and all landscaping thereon, keeping the same in good condition. In the event an owner of any lot shall fail to maintain his lot and the improvements thereon as required herein, the Association's agents may, after notice and hearing as provided in the Bylaws, enter the lot and perform the necessary maintenance. The cost of such maintenance shall immediately be paid the Association by the owner of such lot, together with interest at the rate of twelve percent (12%) per annum (but not to exceed the maximum interest rate authorized by law) from the date the cost was incurred by the Association until the date the cost is paid by the owner.

8.7 Damage or Destruction: If an improvement on any lot other than a common area lot is damage or destroyed by fire or other casualty, the owner of such lot shall repair or reconstruct the improvement in accordance with the original as-built plans and specifications, modified as may be required by applicable building codes and regulations in force at the time of such repair or reconstruction or as authorized by the Architectural Control Committee. The repair or reconstruction shall commence no later than ninety (90) days after the date of such damage or destruction, and shall be completed no later than one hundred eighty (180) days after such date, subject to delays that are beyond the control of the owner. Notwithstanding the foregoing, the owner shall take such steps as may be reasonably required to secure any hazardous conditions resulting from the damage or destruction.

8.8 Condemnation: If all or any part of a lot (except the common area) is taken by eminent domain, the award shall be disbursed to the owner of the lot subject to the rights of the owner's mortgagees. If the taking renders the lot uninhabitable, the owner shall be divested of any further interest in the project, including membership in the Association, and the interests of the remaining owners shall be adjusted accordingly. If all or any parts of the common area is taken by eminent domain, the proceeds of condemnation shall be used to restore or replace the

portion of the common area affected by condemnation, if restoration or replacement is possible, and any remaining funds, after payment of any and all fees and expenses incurred by the Association relating to such condemnation, shall be distributed among the owners in the same proportion as such owners are assessed, subject to the rights of mortgagees. If necessary, the remaining portion of the project shall be resurveyed to reflect such taking. The Association shall participate in the negotiations, and shall propose the method of division of the proceeds of condemnation, where lots are not valued separately by the condemning authority or by the court. The Association shall repent represent lot owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common area(s), or part thereof.

8.9 Limitation of Restrictions on Declarant: Declarant is undertaking the work of construction of the subdivision and incidental improvements upon the property. The Completion of that work and the sale, rental, and other disposal of lots is essential to the establishment and welfare of said property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

A. Prevent Declarant, its contractors or subcontractors from doing on the property, or any lot, whatever is reasonably necessary or advisable in connection with the completion of said work;

B. Prevent Declarant or its representatives from erecting, constructing and maintaining on the property (except upon lots owned by others), such structures as may be reasonable and necessary for developing said property as a residential community and disposing of the same by sale, lease or otherwise;

C. Prevent Declarant from conducting'6n the property (except upon lots owned by others) its business of completing said work and of establishing a plan of residential ownership and of disposing of said property in lots by sale, Lease or otherwise;

D. Prevent Declarant from maintaining such sign or signs on the property (except upon lots owned by others) as may be necessary for the sale, lease or disposition thereof.

The foregoing rights of Declarant shall terminate upon sale of Declarant's entire interest in the project, or three (3) years after the date of recordation of the deed on the first let to be sold in the project, whichever occurs first.

So long as Declarant, its successors and assigns, owns one (1) or more of the lots described herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration. Declarant shall make reasonable efforts to avoid disturbing the use and enjoyment of lots and the common area by their owners, while completing any work necessary to said lots or common area.

8.10 Termination of Any Responsibility of Declarant: In the event Declarant shall convey all of its rights, title and interest in and to the property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

8.11 Owners Compliance: Each owner, tenant or occupant of a lot shall comply with the provisions of this Declaration, and (to the extent they are not in conflict with the Declaration) the Articles and Bylaws, and the decisions and resolutions of the Association or the Board, as lawfully amended from time to time. Failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action (1) to recover sums due, (2) for damages, (3) for injunctive relief, (4) for costs and attorney's fees, or (5) for any combination of the foregoing.

All agreements and determinations lawfully made to the Association in accordance with the voting percentages established in this Declaration or the Articles or Bylaws, shall be deemed to be binding on all lot owners, their successors and assigns.

8.12 Notices: Any notice permitted or required by the Declaration, Articles or Bylaws may be delivered either personally or by mail. If delivery is by mail, shall be deemed to have

been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, first class or registered, postage prepaid, addressed to the person to be notified at the current address given by such person to the Secretary of the Board or addressed to the residence of such person if no address has been given to the Secretary.

8.13 Fair Housing: No owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing or mortgaging or occupancy of his lot to any person of a specified race, sex, adulthood, marital status, color, religion, ancestry, physical handicap, or national origin.

8.14 FHAIVA Approval: So long as the Federal Housing Administration ("FHA") or the Veterans Administration (VA") has jurisdiction over any loan secured by a deed of trust on any lot in the project, and as long as there is a Class B membership, the following actions will require the prior approval of the FHA or the VA. Annexation of additional properties or dedication of common area or any amendment to this Declaration.

8.15 Binding Arbitration: In a case of any claim or dispute between the Declarant, its builder, general contractor, or broker, or their agents or employees, on the one hand and any lot owner(s), on the other hand, which claim or dispute relates to the rights and/or duties of the parties under the project documents, or relates to the design or construction of the project or any part thereof (except for disputes relating to alleged common area deficiencies) the procedure shall be as follows: The aggrieved party or parties shall notify the other party or parties of the grievance, in writing. When such notice is received by Declarant, it shall promptly respond with an investigation, inspection, meeting, discussion, or other action reasonably appropriate to the circumstances. Appropriate action shall include, without limitation, prompt communication with the aggrieved party or parties, and a proposed course of action to resolve the problem. All parties involved in the matter shall negotiate in a good faith attempt to amicably resolve the problem. If the parties are unable to resolve the problem within a reasonable period of time (not to exceed ninety (90) days after the first notice of claim or dispute), the matter shall be submitted to binding arbitration pursuant to Washington state law regarding arbitrations; provided that if the dispute or claim involves a sum not in excess of the jurisdictional limit of the Small Claims Court, the lot owner shall have the option of taking the matter to Small Claims Court in lieu of binding arbitration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this_____ day of _____, 2014.

DECLARANTS

_____

_____

STATE OF WASHINGTON)

: ss.

County of Yakima)

I certify that I know or have satisfactory evidence that _____ _____and _____are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2014

_____

Print name_____

Notary Public in and for the State of Washington.

My appointment expires: _____

Residing at_____

ADDENDUM TO
DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS
OF SPEYERS COURT

THIS ADDENDUM made this _____ day of _____, 2014, by CARL L. TORKELSON and CANDI R. TORKELSON, hereinafter referred to as "Declarant," is made as an addendum to that certain Declaration of Covenant, Conditions and Restrictions of Whispering View Estates, dated _____, 2014, and recorded under Yakima County Auditor's File No. _____, hereafter referred to as the "subject CCRs."

The subject CCRs are hereby amended consistent with the following:

The Association shall be, and hereby is, granted an easement in gross over the common areas for the purpose of entering, holding, and maintaining the same in a manner consistent with the establishment and preservation of landscaping throughout the project for the common use and enjoyment of all the Members of the Association in accordance with the rules and regulations adopted by the Association; provided, that said easement in gross is and shall remain subordinate and subject to the terms of paragraph 2.7 of the subject CCRs, entitled "Restricted Common Areas."

The easement created pursuant to this addendum shall be subject to the right of the City of Selah to enforce the same for the retention and maintenance of common open space pursuant to the requirements of Selah Municipal Code sec. 10.24.090, as the same exists on the date hereof.

Terms used herein that are defined in the subject CCRs shall be construed in a manner consistent with the definitions contained in the subject CCRs.

Except as specifically amended herein, the subject CCRs shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this _____ day of _____, 2014.

DECLARANTS

_____

_____

STATE OF WASHINGTON)

: ss.

County of Yakima)

I certify that I know or have satisfactory evidence that _____ _____and _____are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

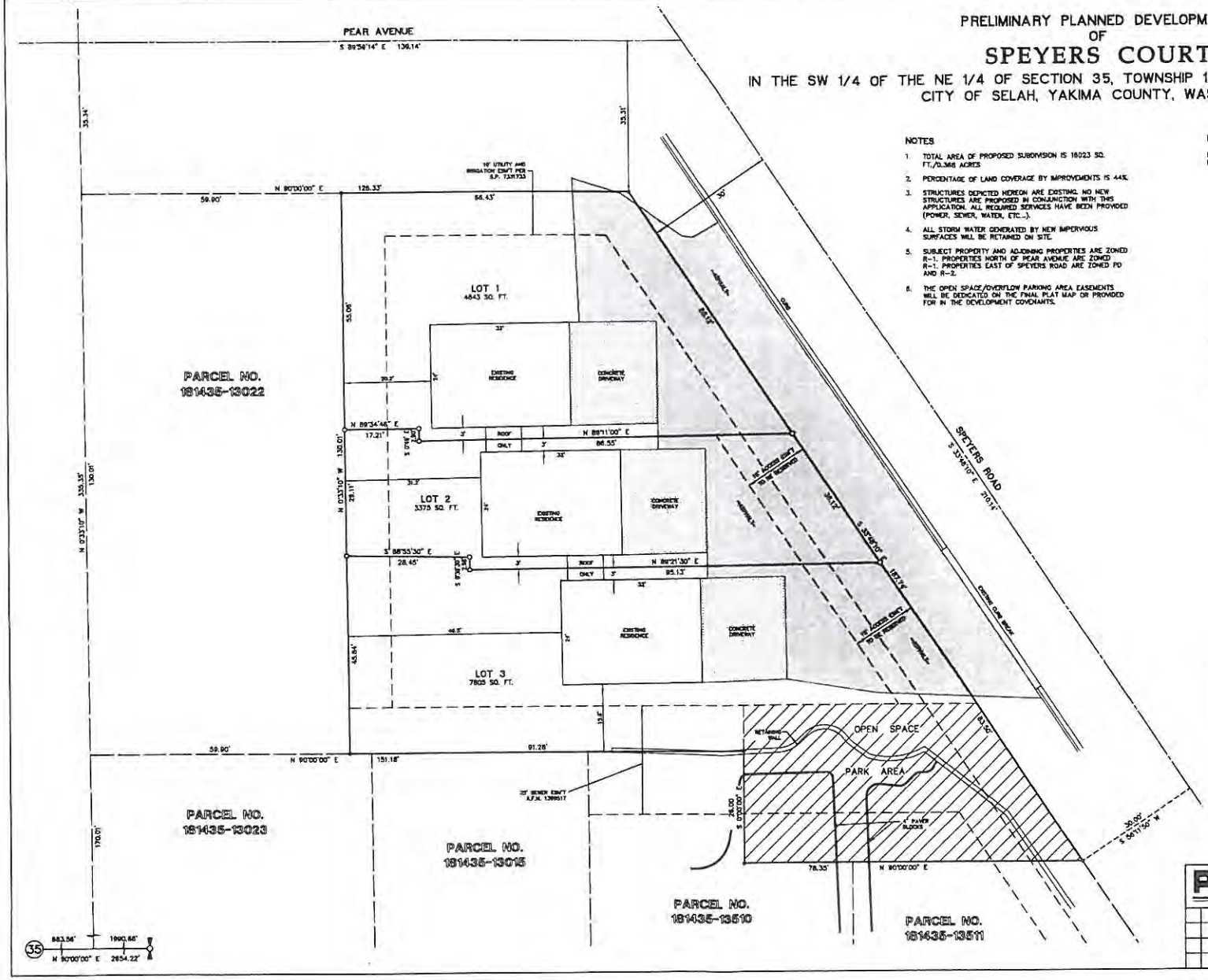
Dated this _____ day of _____, 2014

_____

Print name_____
Notary Public in and for the State of Washington.
My appointment expires: _____
Residing at_____

PRELIMINARY PLANNED DEVELOPMENT OF SPEYERS COURT

IN THE SW 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 18 EAST, W.M.
CITY OF SELAH, YAKIMA COUNTY, WASHINGTON

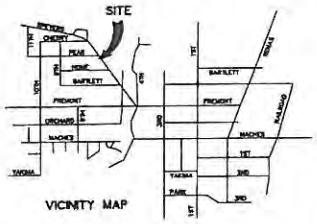


NOTES

1. TOTAL AREA OF PROPOSED SUBDIVISION IS 16023 SQ. FT./0.368 ACRES
2. PERCENTAGE OF LAND COVERAGE BY IMPROVEMENTS IS 44%.
3. STRUCTURES DEPICTED HEREON ARE EXISTING. NO NEW STRUCTURES ARE PROPOSED IN CONJUNCTION WITH THIS APPLICATION. ALL REQUIRED SERVICES HAVE BEEN PROVIDED (POWER, SEWER, WATER, ETC...).
4. ALL STORM WATER GENERATED BY NEW IMPERVIOUS SURFACES WILL BE RETAINED ON SITE.
5. SUBJECT PROPERTY AND ADJOINING PROPERTIES ARE ZONED R-1. PROPERTIES NORTH OF PEAR AVENUE ARE ZONED R-1. PROPERTIES EAST OF SPEYERS ROAD ARE ZONED PD AND R-2.
6. THE OPEN SPACE/OVERFLOW PARKING AREA EASEMENTS WILL BE DEDICATED ON THE FINAL PLAT MAP OR PROVIDED FOR IN THE DEVELOPMENT COVENANTS.

LEGAL DESCRIPTION

LOT 1 OF THAT CERTAIN SHORT PLAT RECORDED UNDER AUDITOR'S FILE NO. 7331733, RECORDS OF YAKIMA COUNTY, WASHINGTON.



VICINITY MAP

SCALE 1" = 10'

LOT #	LOT SIZE SQ. FT	BUILDING ENVELOPE SQ. FT	% OF BUILDING TO LOT	PARKING SPACE PER LOT	INDIVIDUAL YARD SPACE SQ. FT	IMPERVIOUS AREA SQ. FT
1	4843	768	15.8%	2	2320	1760
2	3375	768	22.7%	2	1178	1429
3	7805	768	9.8%	2	5566	1473

SURVEYOR/ENGINEER
RICHARD L. WOHK, PLS
PLSA ENGINEERING & SURVEYING
1120 WEST LINCOLN AVENUE
YAKIMA, WASHINGTON 98902

OWNER/DEVELOPER
CARL TORKELSON
TORKELSON CONSTRUCTION
P.O. BOX 292
SELAH, WASHINGTON 98942

PLSA
ENGINEERING–SURVEYING–PLANNING
1120 WEST LINCOLN AVENUE
YAKIMA, WASHINGTON 98902
(509) 575-6990

PRELIMINARY PLANNED DEVELOPMENT
PARCEL NO. 181435 – 13493
—PREPARED FOR—
TORKELSON CONSTRUCTION
SW 1/4, NE 1/4, SEC. 35, T-14 N, R-18 E,WM

DRAWN BY: DTL
DATE: 2/19/2014
JOB NO. 14036
SHEET NO. 1 of 1

P:\Jobs\14036_to_const_planned_develop_sec_35_14_18_speyers_rd\project_files\survey\140 dwg, 2/25/2014 4:52:07 PM, lelschnerd

tabbies EXHIBIT 8

DETERMINATION OF NONSIGNIFICANCE

1. **DESCRIPTION OF PROPOSAL**: Rezone approximately 0.368 acre from Two Family Residential (R-2) to Planned Development (PD) and subsequently subdivide the property into three (3) separate lots each containing an existing residence. The proposed subdivision would be named "Speyers Court" and would be consistent with the Planned Development Plan and Program. The three (3) lots would be accessible via a private driveway and the existing residences are presently connected to municipal water and sewer system. A full range of private utilities (electricity, telephone, TV, etc.) presently serve the existing residences.

   The property is designated 'Low Density Residential" on the Future Land Use Map contained within The 2005 City of Selah Urban Growth Area Comprehensive Plan. The property is currently zoned 'One-Family Residential (R-1).The Planned Development and the proposed 3 lot residential subdivision will contain lots ranging in size from 4,843 square feet to 7,805 square feet.

2. **PROPONENT:** Torkelson Construction % Carl Torkelson
   P.O. Box 292 Selah, WA. 98942

3. **LOCATION OF PROPOSAL:** 600 (A,B,C) Speyers Road, Selah, WA. Yakima County tax parcel: 181435-13493.

4. **LEAD AGENCY:** City of Selah
   File Number: 971.61.14-03

5. The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment and an Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist, the rezone and preliminary plat applications, the proposed subdivision map, the existing on-site residences and other information on file with the lead agency. This information is available for public inspection during normal business hours at the Planning Department, 222 So. Rushmore Road, Selah, WA. 98942

6. **RESPONSIBLE OFFICIAL:** David Kelly

7. **Position/Title:** City Administrator/SEPA Responsible Official

8. **ADDRESS:** 113 W. Naches Ave., Selah, WA. 98942

9. **ISSUE DATE:** July 17, 2014

10. **SIGNATURE:**

_____

David Kelly, SEPA Responsible Official

EXHIBIT
9

CITY OF SELAH

Planning Department
222 South Rushmore Road
SELAH, WASHINGTON 98942

Phone 509-698-7365
Fax 509-698-7372

Torkelson Construction
P.O. Box 292
Selah, WA. 98942

FINAL DETERMINATION OF NONSIGNIFICANCE

1. **Description of Proposal:** Rezone approximately 0.368 acre from Two Family Residential (R-2) to Planned Development (PD) and subsequently subdivide the property into three (3) separate lots each containing an existing residence. The three (3) lots would be accessible via a private driveway and the existing residences are presently connected to municipal water and sewer system.

2. **Proponent**: Torkelson Construction

3. **Location of Proposal**: 600 (A,B,C) Speyers Road

4. **Lead Agency**: City of Selah **File Number**: 971.61.14.03

5. A Determination of Nonsignificance (DNS) was issued under WAC 197-11-350 and the lead agency did not act on this proposal for 14 days from the issue date.

6. DNS issue date: July 17, 2014

FINAL DETERMINATION: The SEPA Responsible Official, after a review of all timely responses received on this proposal, has determined that it does not have a probable significant adverse impact on the environment and an Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c).

FINAL DNS ISSUE DATE: August 4, 2014

David Kelly, City Administrator/SEPA Responsible Official

SIGNATURE: David Kelly

EXHIBIT
10

CITY OF SELAH

115 West Naches Avenue
Selah, Washington 98942

Phone 509-698-7328
Fax 509-698-7338

June 5, 2015

Carl Torkelson
Torkelson Construction Inc
P.O. Box 292
Selah, WA 98942

Ken Harper, Esq.
Menke Jackson Beyer, LLP
807 N. 39th Ave
Yakima, WA 98902

Re: Ordinance Repealing Selah Municipal Code 10.24; Effect on Pending Development Applications; and Vesting

Dear Carl and Ken:

This letter serves to confirm that Torkelson Construction, Inc.'s development projects: 1) Whispering View Estates; 2) Eagle Ridge Phases 2, 3, and 4; and 3) Speyers Court, are vested and unaffected by the City Council's May 26, 2015 passage of Ordinance No. 1964 repealing Chapter 10.24 of the Selah Municipal Code, Planned Development. Those development projects will continued to be processed under the code provisions in existence at the time they were submitted and accepted as complete applications notwithstanding Ordinance No. 1964.

This is consistent with the City Council's provision in Ordinance No. 1964, which specifically provides that pending applications and projects are vested and not affected by the repeal. This is also consistent with Washington State law addressing the vesting of development applications.

Please let me know if you need anything further at this time.

CITY OF SELAH LEGAL

Robert F. Noe, City Attorney

Cc: Mayor John Gawlik
Don Wayman, City Administrator
Tom Durant, Planner
Joe Henne, Public Works Director

EXHIBIT
11

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

COUNCIL MEETING ACTION ITEM

11/10/2015 N – 1

Title: Ordinance to Establish the Amount of Taxes to be Levied Upon Real & Personal Property in the City of Selah, Yakima County, Washington, and Fixing the Tax Levy for the Year 2016.

Thru: Donald Wayman, City Administrator

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: Total $ 1,531,108. Fund 001 General $ 1,088,531, 103 Fire Control $ 292,577 and 110 City Street $ 150,000.

Funding Source: See above

Staff Recommendation:

Approve Ordinance.

Background / Findings & Facts:

To establish and levy the amount of real and personal property taxes to be assessed in 2016.

Recommended Motion:

I move to approve the Ordinance establishing the 2016 real and personal property tax levy.

ORDINANCE NO. _____

ORDINANCE TO ESTABLISH THE AMOUNT OF TAXES TO BE LEVIED UPON THE REAL AND PERSONAL PROPERTY IN THE CITY OF SELAH, YAKIMA COUNTY, WASHINGTON, AND FIXING THE TAX LEVY FOR THE YEAR 2016

WHEREAS, the City Council has held a Public Hearing on the revenue sources for the coming year's budget, including consideration of possible increases in property tax revenues for the 2016 calendar year, and

WHEREAS, the assessed valuation for the City is preliminary and is subject to change;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH does ordain as follows:

The City Council of the City of Selah, Washington, does make, determine and levy the amount of taxes to be assessed in 2016 against real and personal property situated within the corporate limits of the City as follows:

REGULAR LEVY	$ 1,531,108*

**The regular levy represents the 2015 levy of $ 1,472,173 adjusted for amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and an increase of $ 14,722, which is 1 percent of the 2015 levy, as allowed under the provisions of RCW 84.55.*

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 10th day of November, 2015.

_____
John Gawlik, Mayor

ATTEST:

_____
Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Robert F. Noe, City Attorney

ORDINANCE NO. _____

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

COUNCIL MEETING ACTION ITEM

11/10/2015 N – 2

Title: Ordinance Amending Ordinance No. 1634 Zoning Map Amendment No. 914.61.14-02 Rezone to Planned Development

Thru: Donald Wayman, City Administrator

From: Thomas R Durant, Community Planner

Action Requested: Approval

Board/Commission Recommendation: Denial

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Approval

Background / Findings & Facts:

Hearing Examiner conducted open record public hearing July 31, 2014. Prepared Findings and Conclusions recommending Denial based on non-conformance with Comprehensive Plan policies including the density applicable to Low Density Residential areas and the relaxation of zoning regulations without corresponding design benefits or amenity improvements such as open space and landscaping. Subsequent to the hearing, the Comprehensive Plan designation was changed from Low Density Residential to Moderate Density Residential. See the Hearing Examiner's August 14, 2014 recommendation and the July 24, 2014 staff report for additional findings.

Recommended Motion:

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

I move the Council reject the Hearing Examiner's recommendation to deny Speyers Court Planned Development, approve the Planned Development, amend Ordinance 1634 and the Official Zoning Map and adopt the Findings and Conclusions of the July 24, 2014 staff report and additional findings, conclusions and conditions recommended by staff.

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Record of all prior actions taken by the City Council and/or a City Board, City Committee, Planning Commission, or the Hearing Examiner (where applicable)

Date:	Action Taken:
7/31/2014	Hearing Examiner Open Record Public Hearing
Click here to enter a date.	Click here to enter text.
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Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.

ORDINANCE_____

ORDINANCE AMENDING ORDINANCE NO. 1634
ZONING MAP AMENDMENT NO. 914.61.14-02 REZONE TO PLANNED DEVELOPMENT (PD)

WHEREAS, Chapter 35A.63 of the Revised Code of Washington authorizes the City Council of the City of Selah to adopt and amend official controls including zoning ordinances and zoning maps; and,

WHEREAS, Torkelson Construction, Inc. submitted an application to rezone 0.368 acre parcel from One Family Residential (R-1) to Planned Development (PD) together with a proposed development plan and program pursuant to SMC 10.24; and,

WHEREAS, Torkelson Construction, Inc. also submitted a preliminary plat and a State Environmental Policy Act (SEPA) environmental checklist for the same property and related to the proposed Planned Development; and,

WHEREAS, the Hearing Examiner considered the Planned Development together with the application for preliminary plat at an open record public hearing on July 31, 2014; and,

WHEREAS, the Hearing Examiner issued findings and conclusions and a recommendation that the rezone be denied; and,

WHEREAS, subsequent to consideration of the application by the Hearing Examiner, the 2005 Comprehensive Plan Future Land Use designation of the property was changed from Low Density Residential to Moderate Density Residential and the zoning of the property was changed from One-Family Residential (R-1) to Two-Family Residential (R-2); and,

WHEREAS, the City of Selah Council has considered the Hearing Examiner's findings of fact and conclusions and the City staff report dated July 24, 2014. The Council makes the following Findings and Conclusions:

1. The City Council concurs with Hearing Examiner Conclusion #1 concerning the jurisdiction of the Examiner to conduct an open record hearing on the application and to make a recommendation to Council.

2. The City Council concurs with part of Hearing Examiner Conclusion #2 that the proposal substantially conforms with the Comprehensive Plan to the extent that it does not include new development that would increase current density.

3. In making Conclusion #2 the Hearing Examiner relied on Comprehensive Plan Policy HSG 2.1 in finding that the density is inconsistent with the Comprehensive Plan without a showing that the quality of design, construction or amenities warrants a greater density. Also Policy HSG 1.6 that non-conforming uses are to be replaced with conforming uses.

These inconsistencies have been resolved by the recent Future Land Use designation of the property of Moderate Density Residential. As a result, the density is no longer inconsistent with the Comprehensive Plan and the use of the property is no longer non-conforming.

4. The City Council does not concur with Hearing Examiner Conclusion #3 that the action of putting these three existing dwelling units on individual lots reduces affordable housing or removes previously developed multiple-family housing stock from the market in a manner not in conformance to the Comprehensive Plan.

5. Hearing Examiner Conclusion #4 is in error in finding that the lot coverage standard of the zoning ordinance is not met with or without the recent change in zoning. The correct lot coverages, shown on the preliminary plat as "% of building to lot" are: Lot 1 – 15.8%, Lot 2 – 22.7%, Lot 3 – 9.8%. All are less than the 35% maximum standard of the R-1 zone.

6. The City Council concurs with Hearing Examiner Conclusion #4 that better defining the open space would serve the purposes and requirements of Chapter 10.24. Measures can be taken to ensure preservation of the common open space area shown on the preliminary plat. The relatively large lawn areas being provided for each dwelling unit (July 24, 2014 staff report, p. 1) should also be taken into account in evaluating the suitability of the common open space with respect to size, density and number of dwelling units.

7. The City Council finds that relaxation of zoning and subdivision standards in the manner allowed for Planned Developments is warranted.

8. The City Council finds that nonconformance to the density goals of the Comprehensive Plan has been resolved by the recent change in Future Land Use designation to Moderate Density Residential; that the proposal is not inconsistent with lot coverage standards; that the proposal does not materially conflict with Comprehensive Plan goals for affordable housing and that given the size, density and number of dwelling units and with measures to protect common open space shown in the final plan that the proposal is consistent with the purposes of SMC 10.24.010 and meets the requirements of Chapter 10.24 SMC.

WHEREAS, the City Council of the City of Selah finds that the zoning map amendment furthers the purpose, goals and objectives of the 2005 City of Selah Urban Growth Area Comprehensive Plan, the City of Selah Zoning Ordinance and the public health, safety and general welfare.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings. The recitals set forth above are incorporated herein as the City Council's Findings; now, therefore,

Section 2. Amendment. The following described real property is hereby reclassified from Two-Family Residential (R-2) to Planned Development (PD):

Lot 1 of that certain Short Plat recorded under Auditor's File Number 7331733, Records of Yakima County, Washington

(Assessor Parcel No. 181435-13493).

Section 3. This ordinance, implementing zoning map amendment number 914.61.14-02 shall become effective five (5) days following legal publication of this ordinance or a summary of this ordinance.

Done this 10th day of November 2015

_____
John Gawlik, Mayor

ATTEST:

_____
Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Robert Noe, City Attorney

ORDINANCE NO. _____

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

COUNCIL MEETING ACTION ITEM

11/10/2015 N - 3

Title: Ordinance adopting 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2015-1 (Carl & Candi Torkelson) as recommended by the City of Selah Planning Commission

Thru: Donald Wayman, City Administrator

From: Thomas R Durant, Community Planner

Action Requested: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Approval

Background / Findings & Facts:

The Planning Commission held a public hearing on October 6, 2015, continued to October 20, 2015 and prepared findings and conclusions recommending amendment of the 2005 Comprehensive Plan Future Land Use Map designation from Moderate Density Residential to High Density Residential.

Recommended Motion:

I move the approval of the amendment of the Comprehensive Plan Future Land Use designation from Moderate Density Residential to High Density Residential.

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Record of all prior actions taken by the City Council and/or a City Board, City Committee, Planning Commission, or the Hearing Examiner (where applicable)

Date:	Action Taken:
10/6/2015	Planning Commission Public Hearing
10/20/2015	Planning Commission Public Hearing
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.
Click here to enter a date.	Click here to enter text.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2005 SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN AMENDMENT 2015-1 (CARL & CANDI TORKELSON) AS RECOMMENDED BY THE CITY OF SELAH PLANNING COMMISSION

WHEREAS, the Selah City Council adopted the City of Selah 2005 Urban Growth Area Comprehensive Plan by Ordinance #1679, March 14, 2006; and,

WHEREAS, the City of Selah Planning Commission considered plan amendment 2015-1 (Carl & Candi Torkelson) to change the Future Land Use designation of a 0.18 acre parcel from Moderate Density Residential to High Density Residential at a duly advertised public hearing on October 6, 2015 continued to October 20, 2015, where testimony was taken from those persons present who wished to be heard; and,

WHEREAS, the City of Selah Planning Commission adopted Findings and Conclusions recommending approval of the 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2015-1 (Carl & Candi Torkelson); and,

WHEREAS, the City of Selah Council considered plan amendment 2015-1 (Carl & Candi Torkelson) at a duly advertised public hearing on November 10, 2015, where testimony was taken from those persons present who wished to be heard and the Council has reviewed the Planning Commission's recommendation of approval and the minutes of the October 6, and October 20, 2015 public hearing and all exhibits, documents and correspondence pertaining to the proposed amendment; and,

WHEREAS, the City Council adopts the Planning Commission's Findings and Conclusions by reference and incorporates them herein as if fully set forth.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, ADOPTS PLAN AMENDMENT 2015-1 TO THE 2005 SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 11th day of NOVEMBER 2015.

_____
John J. Gawlik, Mayor

ATTEST:

_____
Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Robert Noe, City Attorney

ORDINANCE NO. _____

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

COUNCIL MEETING ACTION ITEM

11/10/2015 N - 4

Title: Ordinance adopting Chapter 10.24 of the Selah Municipal Code "Planned Development Overlay (PDO) District", providing for severability and establishing an effective date

Thru: Donald Wayman, City Administrator

From: Thomas R Durant, Community Planner

Action Requested: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Adopt Amended Chapter 10.24 Selah Municipal Code, Planned Development Overlay (PDO) District

Background / Findings & Facts:

The City Council repealed Chapter 10.24 Planned Development (PD) Zoning District and directed staff to prepare a new Chapter. The proposed Planned Development Overlay Zoning District is recommended by the Planning Commission to achieve the purposes of providing clearer direction to both developers proposing projects as Planned Developments and to interested residents and others to alleviate the possibility for contention and challenge.

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Recommended Motion:

I move the adoption of Chapter 10.24, "Planned Development Overlay (PDO) District" to the Selah Municipal Code.

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Record of all prior actions taken by the City Council and/or a City Board, City Committee, Planning Commission, or the Hearing Examiner (where applicable)

Date:	Action Taken:
7/21/2015	Planning Commission Study Session
8/4/2015	Planning Commission Study Session
9/1/2015	Planning Commission Public Hearing
9/22/2015	City Council Study Session with Planning Commission
10/13/2015	City Council Study Session with Planning Commission
10/27/2015	City Council Study Session with Planning Commission

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A NEW CHAPTER 10.24 OF THE SELAH MUNICIPAL CODE ENTITLED "PLANNED DEVELOPMENT OVERLAY (PDO) DISTRICT," PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Selah previously adopted Ordinance No. 1634 (2004) and subsequently amended that Ordinance by Ordinance No. 1779 (2009), codified as Chapter 10.24, Planned Development (PD) Zoning District, to the Selah Municipal Code; and,

WHEREAS, the City of Selah subsequently adopted Ordinance No. 1964 on May 26, 2015 which repealed said Chapter 10.24, directed the Mayor and City Staff to establish a work program to recommend a new Chapter to the City Council, addressed vesting, established an effective date and provided for severability; and,

WHEREAS, the purpose of re-drafting the provisions of Chapter 10.24 was to provide clearer direction to both developers proposing projects as Planned Developments and to interested residents and others so as to alleviate the possibility for contention and challenge relating to a project proposed under the new chapter; and,

WHEREAS, the Selah City Council finds that the new Selah Municipal Code, Chapter 10.24 provides the necessary regulations and standards for achieving that purpose; and,

WHEREAS, the City of Selah Planning Commission conducted study sessions on July 21 and August 4, 2015, a duly advertised public hearing on September 1, 2015 and participated in joint study sessions with the City Council on September 22, October 13 and October 27, 2015;

WHEREAS, the Planning Commission recommended adoption of the new Chapter 10.24 Planned Development Overlay at its September 1, 2015 public hearing; and,

WHEREAS, the City of Selah Council considered the Planning Commission's recommendation at a regularly scheduled and duly advertised public hearing on Tuesday November 10, 2015, where testimony was taken from those persons present who wished to be heard, to consider adoption of the new Chapter 10.24 SMC, Planned Development Overlay; and,

WHEREAS, the City Council, having duly considered the Planning Commission's recommendation and having considered public input on the new Chapter 10.24, adopts the following Findings and Conclusions in accepting the recommendation of the Planning Commission:

a. Legal notification pursuant to Selah Municipal Code was given on October 30, 2015.
b. All persons were given the opportunity to speak for or against the proposed ordinance.
c. The proposed ordinance is consistent with the Growth Management Act and the goals and policies of the Selah Urban Growth Area Comprehensive Plan.

d. Environmental Review was completed, a Determination of Nonsignificance was issued and the City Council is satisfied that environmental review was completed in compliance with Selah Municipal Code Chapter 11.40.
e. The City Council finds that the present and future needs of the community will be adequately served and the community as a whole will benefit from the proposed ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DOES ORDAIN as follows:

Section 1. Selah Municipal Code Chapter 10.24, "Planned Development Overlay (PDO) Zoning District" adopted.

Chapter 10.24 of the Selah Municipal Code, Planned Development Overlay, is hereby adopted and established to read as set forth in Attachment A hereto, which is by this reference incorporated herein as if fully set forth in its entirety.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 3. Effective Date. This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 10th day of November, 2015.

_____
John J. Gawlik, Mayor

ATTEST:

_____
Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Robert Noe, City Attorney

ORDINANCE NO. _____

CITY OF SELAH
WASHINGTON
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SELAH, WASHINGTON, ADDING A NEW SELAH MUNICIPAL CODE CHAPTER 10.24 RELATING TO PLANNED DEVELOPMENT;CREATING A PLANNED DEVELOPMENT (PD) OVERLAY ZONE; ESTABLISHING DEVELOPMENT REGULATIONS FOR PLANNED DEVELOPMENT OVERLAY ZONES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council desires to provide for an overlay zone in order to better regulate planned development activity within the City of Selah;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. New Chapter 10.24 SMC, Planned Development, Added. A new Selah Municipal Code Chapter 10.24, entitled "Planned Development," is hereby adopted to read as follows:

Chapter 10.24
PLANNED DEVELOPMENT

Sections:

10.24.010 Purpose
10.24.020 Applicability
10.24.030 Definitions
10.24.040 Planned Development Overlay Zone—Created
10.24.050 Planned Development Overlay Zone—Criteria
10.24.060 Application—Procedure
10.24.070 Application—Planned Development Plan
10.24.080 Hearing Examiner Recommendation
10.24.090 City Council Action—Effect of Approval
10.24.100 Development Standards—Design
10.24.110 Development Standards—Open Space
10.24.120 Development Standards—Roads and Parking
10.24.130 Limitations on Authority to Alter Zoning
10.24.140 Modifications

10.24.150 Reconstruction of Damaged Buildings or Improvements
10.24.160 Appeal

10.24.010 Purpose
The purpose of this chapter is to establish a planned development overlay zone to allow new development that is consistent with both the Comprehensive Plan and the intent of the underlying zoning district, but which would not otherwise be permitted due to limitations in dimensional standards, permitted uses, or accessory uses in the underlying zoning district. Planned Development Overlays are intended to:

A. Encourage flexibility in design and development that is architecturally and environmentally innovative and which will result in a more efficient aesthetic and desirable utilization of the land than is possible through strict application of otherwise applicable zoning and subdivision controls; and

B. Provide for the clustering of dwelling units, usable open space and mixed-density residential development, including but not limited to single-family, duplexes, townhouses, apartments and multiple-family dwellings as provided for by the Comprehensive Plan, while protecting and maintaining compatibility with existing residential neighborhoods.

10.24.020 Applicability
This chapter applies to applications for and development within a planned development overlay zone, and is to be used in conjunction with the land use classification system established in Title 10 of the Selah Municipal Code and with the Comprehensive Plan.

10.24.030 Definitions
The definitions in this section apply throughout this chapter unless the context clearly requires otherwise or they are more specifically defined in a section or subsection. Terms not defined shall be as defined by Appendix A to Chapters 10.02 through 10.48 SMC, otherwise shall be given their usual meaning.

"ADA" is the Americans with Disabilities Act of 1990.

"Adopted Design & Development Standards" means the design standards for public or private streets in SMC 10.50 or as otherwise adopted by the City (also see "Planned Development Design & Development Standards").

"City Administrator" means the City of Selah City Administrator appointed pursuant to SMC 1.10.015.

"City Council" or "Council" means the City Council of the City of Selah, Washington.

"Code" or "SMC" means the Selah Municipal Code.

"Comprehensive Plan" means the 2005 Urban Growth Area Comprehensive Plan adopted by the City of Selah, or as subsequently amended.

"City" means the City of Selah, Washington.

"City Planner" for the purposes of this Chapter has the same meaning as "Planning Department".

"Hearing Examiner" means the City of Selah Hearing Examiner appointed pursuant to SMC 1.60.020.

"Major Modification" means modifications which substantially change the character, basic design, density, open space or other requirements and conditions of the approved Planned Development Overlay, as further defined in SMC 10.24.140(B).

"Minor Modification" means modifications which may affect the precise dimensions or siting of buildings (i.e., lot coverage, height, setbacks) but which do not affect the basic character or arrangement and number of buildings approved in the Planned Development Overlay, as further defined in SMC 10.24.140(A).

"Planned Development Design & Development Standards" are street design standards set forth in SMC 10.24.120(F) as alternatives to "Adopted Design & Development Standards" for public or private streets in approved Planned Developments.

"Planned Development Overlay" or "PDO" means any property with a Planned Development (PD) Overlay Zone designation.

"Planned Development Plan" or "PDP" has the meaning prescribed under SMC 10.24.070 as now in effect or as may subsequently be amended.

"Planning Department" means the City of Selah Planning Department.

"PD District" means an existing planned development, as of the effective date of this ordinance, which was created under the previously repealed Chapter 10.24 SMC.

"Reviewing Official" is as defined in Appendix A to Chapters 10.02 through 10.48 SMC. In most cases in this Chapter, the Reviewing Official means the Hearing Examiner, City Council, Administrative Official or Planning Department (or City Planner) in their respective roles as described.

"SEPA" means the State Environmental Policy Act (Chapter 43.21C RCW), its' implementing rules (Chapter 197-11 WAC) and the City's SEPA procedures (Chapter 11.40 SMC).

10.24.040 Planned Development (PD) Overlay Zone—Created

A. Planned Development Overlay Zone Designation. A planned development approved in accordance with this chapter after the effective date of the ordinance adopting this chapter shall have a zoning designation of Planned Development (PD) Overlay Zone. The PD Overlay Zone designation will be reflected by a "(PD)" suffix qualifier on the underlying zoning designation for the parcel. For example, an approved planned development in a Two Family Residential zoning district would be classified as "R-2 (PD)".

B. Authorized Uses. Planned Development Overlays shall incorporate the permitted land uses and development standards of the underlying zoning district pursuant to Code and the Land Use Table in SMC 10.28.020; provided, however, that approval of a Planned Development Overlay shall modify and supersede the regulations of the underlying zoning district as provided in this chapter and the approved Planned Development Plan.

Notwithstanding anything to the contrary in the underlying zoning requirements, a Planned Development Overlay may permit all proposed uses and developments under this chapter that are allowed by the Comprehensive Plan and that do not exceed the maximum densities in the Comprehensive Plan.

1. Residential Planned Development Overlays are permitted in the LDSF, R-1, R-2, and R-3 zones; provided, that:
    a. No more than 40 percent of the number of dwelling units in a planned development in the LDSF or R-1 zone may consist of two-family or multiple-family dwellings; and
    b. No more than 40 percent of the number of dwelling units in a planned development in the R-2 or R-3 zones may consist of single-family dwellings.
2. Reserved.

C. Extant Planned Development Zoning Districts. Existing planned developments, as of the effective date of the ordinance adopting this chapter, are and shall remain separate zoning districts created under the previously repealed Chapter 10.24 SMC("PD Districts"), as indicated on the official zoning map adopted under SMC 10.04.010, and shall:

1. Retain the authorized uses considered to be conforming in the PD District; and
2. Permit major or minor modifications only within the existing approved boundaries of the PD District.

10.24.050 Planned Development (PD) Overlay Zone—Criteria

A Planned Development Overlay shall be approved or denied based upon the following criteria, which are listed in order of priority regarding the weight to be given to each factor:

A. Compliance with this chapter;

B. Compliance with the allowed uses and maximum density for the future land use designation of the subject property as set forth in the Comprehensive Plan;

C. The extent to which the PDO meets the development standards of SMC 10.24.100 and 10.24.110(A). They include minimum mandatory standards that cannot be reduced along with higher standards that are not mandatory, some of which are described as being preferred. Some of the higher standards may be necessary to assure consistency with the purpose of Chapter 10, SMC and compatibility with surrounding land uses or the PDP may need to document how meeting the minimum standards or only meeting the mandatory standards does so.

D. The system of ownership and the means of development, preservation and maintenance of open space;

E. Compliance with the City's subdivision code, if a proposed Planned Development Overlay is combined with a proposal to divide land into lots.

10.24.060 Application—Procedure

Applications for a proposed planned development shall be prepared, submitted, and processed as follows:

A. Preliminary PDP. The applicant shall prepare a Planned Development Plan (PDP) in accordance with SMC 10.24.070 and with the provisions of this chapter;

B. Pre-Application Conference. The applicant shall contact the Planning Department and schedule a pre-application conference to review the PDP for completeness and for compliance with the Comprehensive Plan and the provisions of this chapter;

C. Application Submittal. Following the pre-application conference, the applicant shall submit an application for Planned Development Overlay to the Planning Department on a form provided by the City, accompanied by all documents required by the application form, including the final PDP;

D. Determination of Completeness. Within 28 days of receiving a date-stamped Planned Development Overlay application, the Planning Department shall determine whether or not the application is complete in accordance with SMC 21.05.050;

E. Review Hearing. Within 30 days of a determination of completeness issued pursuant to paragraph (D) of this section, the City shall schedule a hearing before the Hearing Examiner in accordance with SMC 10.24.080 for review of the Planned Development Overlay application. The hearing itself may be set to begin on a date later than 30 days after issuance of the determination of completeness. The Hearing Examiner shall render a recommendation thereon to the City Council; and

F. City Council Action. Within 45 days of the City's receipt of the Hearing Examiner's recommendation, the City Council shall consider the recommendation, after which it shall adopt, modify or reject the recommendation of the Hearing Examiner pursuant to SMC 10.24.090.

G. Failure to strictly comply with the time limits in this Section or the time limits in SMC 10.24.080 and .090 shall not be considered a violation of this Chapter if such failure was due to justifiable circumstances and consistent with the intent of these requirements except as otherwise provided for by Code or State law. Delays resulting from actions taken under the requirements of SEPA, a notice of incomplete application or request for additional information made pursuant to RCW 36.70B.070 shall not be considered violations of this Chapter.

10.24.070 Application—Planned Development Plan

The Planned Development Plan shall include both project maps and a written project description containing, as determined by the Planning Department at the pre-application conference, the elements enumerated in subsections (A) and (B) of this section.

A. Project Maps. The PDP shall include an accurate map or maps drawn to a scale of not less than one inch to one hundred feet, depicting the following:

1. The boundaries of the proposed Planned Development Overlay;

2. Location, names and dimensions of all existing and proposed streets, public ways, railroad and utility rights of way, parks or other open spaces, and all surrounding land uses within 200 feet of the boundary of the proposed PDO;

3. Preliminary plans, elevations, number of dwelling units, types of use, and exterior appearance of all proposed buildings and structures, which shall include drawings, architectural renderings and photographs;

4. Proposed location and square footage of community facilities and "common open space";

5. Proposed public dedications;

6. Detailed parking plan described by SMC 10.24.120(A) when required by SMC 10.24.120(B).

7. Street design standards as required by SMC 10.24.120(F);

8. Points of ingress to and egress from the proposed PDO;

9. Location, arrangement, number and dimensions of truck loading and unloading spaces and docks, if any;

10. Street Lighting Plan as required by SMC 10.24.120(D)

11. Location and directional bearing of all major physiographic features such as railroads, drainage canals and shorelines, if any;

12. Existing topographic contours at intervals of not more than five feet;

13. Proposed topographic contours at intervals of not more than one foot;

14. Existing and proposed sewers, water mains and other underground facilities within and adjacent to the proposed PDO, and their certified capacities;

15. Proposed drainage facilities;

16. Proposed landscaping and the approximate location, height and materials of all walls, fences and screens;

17. Traffic flow plan, including pedestrian and vehicular circulation pattern and the location and dimensions of walks, trails or easements;

18. Indication of proposed stages or phases of development; and

19. In the event the proposed PDO is combined with a proposal to subdivide the land, the PDP shall also include a complete subdivision application pursuant to Chapter 10.50 SMC.

B. Written Project Description. The PDP shall include a written project description identifying the project as a residential planned development and setting out detailed information concerning the following as determined by the Planning Department at the Pre-Application Conference:

1. Statement of the project goals and objectives, compatibility with the surrounding area (including measures to assure compatibility pursuant to SMC 10.24.100(D)), and potential future use; (i.e., why it would be in the public interest and consistent with the Comprehensive Plan);

2. Proposed system of ownership;

3. Operation and maintenance proposal; (i.e., homeowner association, condominium, co-op or other);

4. All proposed land uses, including uses permitted in the underlying zone and uses not permitted in the underlying zone, and how such uses fit into the planned development concept;

5. All deviations from the development standards of the underlying zone;

6. Tables showing total numbers of acres, distribution of area by use, percent designated for dwellings and open space, number of off street parking spaces, street, parks, playgrounds, and schools;

7. Tables indicating overall densities and density by dwelling types, and any proposals for adjustments to the density limitations;

8. Restrictive covenants;

9. Waste disposal facilities;

10. Local access street design, including identification of the Planned Development Design & Development Standards that will be applied, if any, as required by SMC 10.24.120(F)(3)(b);

11. Parking and lighting, as required by SMC 10.24.120(A);

12. Water supply;

13. Public transportation;

14. Community facilities; and

15. Development timetable.

10.24.080 Hearing Examiner Recommendation

In accordance with 10.24.060(E), the Planning Department shall, in consultation with the Hearing Examiner, fix the date at which the Planned Development Overlay application shall be considered and reviewed by the Hearing Examiner at an open record public hearing.

A. Notice of Hearing. Notice of the hearing shall be published once not less than 10 days prior to the hearing in the official newspaper of the City given as required for minor rezones by SMC 10.40 and SMC 21. Additional notice of such hearing shall be given by mail, posting on the property, or in any manner the Planning Department or Hearing Examiner deems suitable to notify adjacent owners and the public.

B. Conduct of Hearing. At the hearing, the Hearing Examiner shall consider all relevant evidence to determine whether the proposed Planned Development Overlay should be approved, conditionally approved, or disapproved according to the Planned Development Overlay criteria enumerated in SMC 10.24.050.

C. Written Recommendation. Not later than 10 business days following the conclusion of the hearing, or any continued hearing, the Hearing Examiner shall render a written recommendation to the City Council and transmit a copy thereof or a notice of availability of the decision to all parties of record. Posting the decision on a City or Hearing Examiner Website may serve as such notice to parties of record provided that the applicant shall be given a copy of the decision. The Hearing Examiner may recommend that the proposed Planned Development Overlay be approved, conditionally approved, or disapproved. Conditions of approval shall be precisely recited in the Hearing Examiner's recommendation.

10.24.090 City Council Action—Effect of Approval

A. City Council Action. Within 45 days of the City's receipt of the Hearing Examiner's recommendation on any proposed Planned Development Overlay, the

City Council shall consider the recommendation at a public meeting, where it may adopt, modify or reject the recommendations of the Hearing Examiner.

B. Effect of Approval. Upon the City Council's approval of a Planned Development Overlay, the subject property shall be designated with the "(PD)" suffix qualifier as provided in SMC 10.24.040(A). The City Council shall promptly thereafter initiate a legislative amendment the official zoning map pursuant to SMC 10.40.030(1) to reflect the new zoning designation, unless such zoning map amendment application has been included in the approved planned development application. The criteria of SMC 10.24.050 shall be used rather than the review criteria of SMC 10.40.050 or SMC 10.40.070.

C. Failure to Develop. If substantial construction has not been performed on the project within 18 months after the date of approval, the Planned Development Overlay Zone designation shall lapse, and the property shall revert by operation of law to the underlying zoning district, regardless of any contrary designation on the official zoning map. The City Council may choose to extend this 18-month period one time, for an additional period not to exceed 12 months, upon good cause shown in writing by the applicant. The City Council's decision with respect to any such extension shall be final.

10.24.100 Development Standards—Design

The following design standards shall apply to all Planned Development Overlays.

A. Building Height and Setbacks. PDPs shall provide adequate setbacks and building heights to avoid negative impacts on adjacent structures on neighboring properties. No building shall exceed a height of 35 feet. The following setbacks are required minimums and shall not be reduced:
   a. Side setback of 12 feet and rear setback of 20 feet for structures 26 feet or higher from exterior property lines of the Planned Development Overlay.
   b. Setbacks for structures less than 26 feet in height from exterior property lines of the Planned Development Overlay shall be the side and rear setbacks of the underlying zoning district.
   c. 22 foot setback from the edge of the sidewalk or back of curb (where there is no sidewalk) facing the building to garage or covered parking.
   d. 12 foot setback from the edge of the sidewalk or back of curb (where there is no sidewalk) facing the building to the rest of the dwelling or other primary building (except for the garage or covered parking).

For the purpose of these setback standards, the determination of which is the side and rear setbacks shall be based on the building from which the setback is being measured and its orientation to the street, not on the configuration or orientation of the property that comprises the PDO. The reviewing official shall make this determination in those situations in which it is not clear.

B. Pedestrian-Oriented Design. There shall be a distinct separation of vehicular and pedestrian traffic within a PDO meaning that at minimum, all streets shall be improved with sidewalks that meet minimum City standards for public streets. The design must be in compliance with the City's public parks plan and Comprehensive Plan. This may require an improved pedestrian trail system that links the PDO's primary uses together and an improved pedestrian/bicycle trail system which links at least a portion of the PDO's trail system to the pedestrian facilities adjacent to the PDO.

C. Compatible and Efficient Layout. Streets, lot lines, low-impact development techniques and facilities, landscaping areas, open space, building footprints and/or other features shall be arranged for maximum traffic flow efficiency and minimal impact to natural features, existing traffic patterns and uses in the vicinity. Vehicular entrances and exits to the PDO shall be minimized by providing for common ingress, egress and circulation areas.

D. Compatibility with Adjacent Uses. The exterior of the PDO shall be highly compatible with adjacent uses. Measures to assure compatibility shall be described in the PDP and may include, but are not limited to, restricted uses along the exterior of the development, building footprint location, open spaces, buffers, landscaping, architectural style and pedestrian/vehicular circulation linkages. ***Building height may not be used as criteria for judging compatibility with adjacent uses. Planned development densities shall not be used as criteria to judge compatibility with adjacent uses when adjacent properties are zoned differently.***

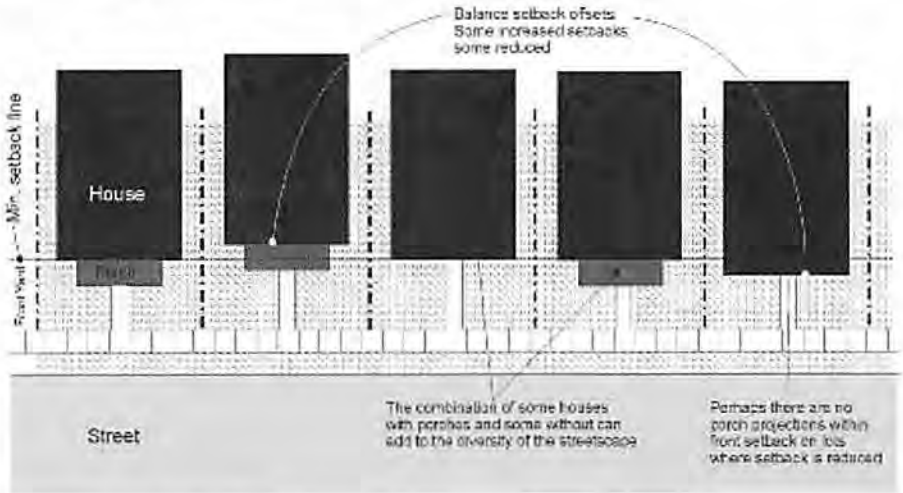
E. Variety of Housing Types, Styles. Housing types within a PDO with three structures or more shall be varied to have a range of architectural variety. Although an overall architectural theme may be appropriate, there shall be a range of housing styles within a theme to avoid the monotony of identical structures.

F. Design Diversity. PDO's shall incorporate measures that promote design diversity. This shall be accomplished by (see Figures 10.24.100(E)-1 and 10.24.100(E)-2);

1. Providing a mixture of lot sizes and/or front setbacks (which could be specified on the plat); and/or

2. Providing a diversity of floor plans and facade treatments that avoid monotonous streetscapes. This could be accomplished with conditions on the plat and/or special covenants required for lots.

Figures 10.24.100(E)-1 and 10.24.100(E)-2. The above homes feature a good diversity of facade designs, colors and rooflines.



Figures 10.24.100(E)-3 and 10.24.100(E)-4. Avoid monotonous rows of duplicative homes (top example). Another solution is to prescribe variable setbacks such as in the bottom example.

10.24.110 Development Standards—Open Space

Common open space shall consist primarily of large usable areas which are owned by all property owners within a PDO. ***The minimum allowable outdoor open area for a planned development shall be no less than twelve (12) percent of the total square footage of the PDO.*** The open area may exceed twelve percent. The twelve percent minimum required shall be a usable area. ***A usable area is a developed area with a finished grade not to exceed ten (10) percent which can be used for the purpose of the relaxation, enjoyment and/or recreation of all of the property owners within a PDO.*** This includes, but is not limited to: buffer yards, public space, landscaped areas, recreational areas, collectively owned, landscaped courtyards or decks, gardens with pathways, children's play areas, an area for recreation/socialization facility or other multi-purpose recreational and/or garden spaces. Sufficient common open space for the types of uses envisioned within a PDO shall be provided.

The following shall not be considered in calculating the minimum usable area required under this section:
1. Areas reserved for the exclusive use or benefit of private individuals;
2. Dedicated streets, alleys or other public rights of way;
3. Required detention areas;
4. Irregular or unusable narrow strips of land less than fifteen feet wide, unless containing a trail or a bicycle path;
5. Rooftop decks, personally owned courtyard decks, personally owned front yards; and (6) inaccessible natural areas.

A. Planned Development Open Space Design Criteria. Special requirements and recommendations for developed common open spaces include the following. These requirements do not apply to undeveloped open space such as natural areas or critical area buffers:

1. Required setback areas shall not count towards the open space requirement unless those areas are portions of a space that are large enough to provide functional leisure or recreational activity. To meet this requirement, no dimension shall be less than 15 feet in width;
2. Spaces (particularly children's play areas) shall be visible from at least three dwelling units and positioned near pedestrian activity;
3. Spaces shall feature pedestrian amenities such as, but not limited to paths, landscaping, seating, and lighting to make the area more functional and enjoyable;
4. Individual entries may be provided onto common open space from adjacent ground floor residential units, where applicable. Small, semi-private open spaces for adjacent ground floor units that maintain visual access to the common area are encouraged to enliven the space. Low walls or hedges (less than three feet in height) are encouraged to provide clear definition of semi-private and common spaces;
5. Common space shall be separated from ground floor windows, automobile circulation, service areas and parking lots by utilizing landscaping, low-level fencing, and/or other treatments that enhance safety and privacy (both for common open space and dwelling units);
6. Space should be oriented to receive sunlight, facing east, west, or (preferably) south, when possible;
7. Stairways, stair landings and above grade walkways shall not encroach into minimum required common open space areas. A roof covering may be built over a courtyard to provide weather protection provided it does not obstruct natural light inside the courtyard.

Figure 10.24.110(A)-1. Examples of common open space.

B. Indoor Recreational Areas. When provided, indoor recreational areas shall meet the following conditions:

1. The space shall be located in a visible area, such as near an entrance, lobby, or high traffic corridors; and

2. Space shall be designed specifically to serve interior recreational functions and not merely be leftover, un-rentable space used to meet the open space requirement. Such space shall include amenities and design elements that will encourage use by residents.

C. Shared Rooftop Decks. When provided, shared rooftop decks shall meet the following requirements:

1. Space shall provide amenities such as seating areas, landscaping, and/or other features that encourage use;

2. Space shall incorporate features that provide for the safety of residents, such as enclosures, railings, and appropriate lighting levels.

D. Community Gardens. (See figure 10.24.110(E)-1.) When provided, community gardens shall meet the following conditions:

1. All spaces shall be located to receive at least six hours of natural sunlight per day in summer months;

2. All spaces shall have access to irrigation (which in this context, could be municipal water service where otherwise allowed);

3. All spaces shall have tillable soil to a depth of one foot, minimum;

4. Spaces may be provided in shared or private yard areas, at ground level, on balconies, or on rooftop decks;

5. Where some or all of the community garden is within shared common open space, a management program shall be required setting forth the following provisions:

a. Access to interested residents meeting minimum space requirements set forth herein; and

b. Provisions for space management and maintenance; and

6. Where community garden space is provided within shared common open spaces, the following standards shall apply;

a. Walkways between planting beds shall be at least two feet wide; and:

b. Planting beds shall be raised above surface level. For ground level spaces, planting beds shall be raised at least six inches. For rooftop spaces, planting beds shall be raised by at least 18 inches.

Figure10.24.110(E)-1.Community garden example.

10.24.120 Development Standards—Parking, Lighting and Roads

A. Parking Plan. A detailed parking plan shall be submitted with a Planned Development Overlay application. The parking plan shall contain the following information: the existing and proposed development, location of off-street parking areas, including garages, parking stall and driving aisle location and dimensions, including the number and angles of stalls and the widths of aisles and bays, loading and maneuvering areas, curb cuts, light fixtures, adjacent streets, landscape islands and peninsulas and other relevant features of the proposed parking facility. The parking plan shall also include the location and square footage for each existing and/or proposed non-residential structure or use area and the proposed area, including floor area, dedicated to each use. For residential structures, the number of bedrooms of each residential unit shall be specified. A lighting plan detailing light standard height, location of lights, wattage, and light dispersion patterns shall be submitted with the parking plan. The parking plan may be combined with the landscaping plan. The parking plan shall be subject to approval by the City Planner, in order for the application to be considered complete.

B. When Required. Separate plans for off-street parking for residential developments with less than three proposed units or that consist entirely of single-family dwellings with at least two off-street parking spaces per unit and streets wide enough to provide for on-street parking are not required except when the parking space for residential uses are to be located on a lot other than that on which the residential building is located.

C. Computation of required off-street parking spaces.

1. Spaces Required. Except as modified in subsections below, off-street parking areas shall contain at a minimum the number of parking spaces as stipulated in the following table. Off-street parking ratios expressed as number of spaces per square feet means the usable or net square footage of floor area, exclusive of non - public areas. Non-public areas include but are not limited to building maintenance areas, storage areas, closets or restrooms. If the formula for determining the number of off-street parking spaces results in a fraction, the number of off-street parking spaces shall be rounded to the nearest whole number with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

Computation of required off-street parking spaces.

Category of Land Use	**Minimum Parking Spaces Required**
Planned Development	
Dwelling, single-family/duplex/townhouse	2.0 per dwelling unit; for structures containing more than 4 bedrooms, one additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages are permitted for single-family and duplex dwelling units.
One bedroom unit	1.5 per unit
Cottage	1.5 per unit
Studio units	1.2 per unit

D. Street Lighting Plan

1. All PDO's shall provide street lights in accordance with the standards for such improvements of the City of Selah and ***except on private streets*** they shall be owned and operated by the City. A street lighting plan submitted by the applicant and approved by the Public Works Department shall be as set forth in the current edition of the WSDOT/APWA Standard Specifications and as directed by the Public Works Director except where noted herein. All public street light designs shall be prepared by an engineer licensed by the State of Washington. All PDO's shall include conduit installed so as to provide adequate capacity for future installation of complete street lighting. All street light electrical installations including wiring, conduit, and power connections shall be located underground. Exception to underground installation is permissible in limited locations with approval of the Public Works Director. The General Notes below shall be included on any plans dealing with street design.

E. General Notes (Street Light Construction)

1. All workmanship, materials and testing shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation (WSDOT), and the American Public Works Association (APWA) General Special Provisions (GSP's) for Division One General Requirements as the standard specifications governing all design and construction of public works improvements by the City and by private developers.

2. Developer or developer's engineer shall submit proposed lighting layout and types on plans. The Public Works Department shall approve lighting plans prior to final plat recording or building permit issuance.

F. Local Access Street Design.

1. Purpose. The purpose of planned development street design standards is to provide safe and attractive local access streets that provide access to planned development property.

2. Implementation. The street design standards in this chapter are minimum requirements and shall not be reduced by the PDP or the reviewing official. Streets may be public or private. Either public or private streets may, be designed to the standards in this Chapter or to the standards in SMC 10.50 or otherwise adopted by the City. For the purposes of this Chapter, said standards are referred to as Adopted Design & Development Standards. Alternative standards provided for in this Chapter are referred to as Planned Development Design & Development Standards.

3. Public Streets. Shall meet the following minimum requirements:

a. Shall be constructed to Adopted Design & Development Standards except as modified by these Planned Development Design & Development Standards.

b. Construction to Adopted Design & Development Standards is preferred. The PDP shall identify and describe with both text and drawings, the Planned Development Design & Development Standards of this Section that are going to be applied and the individual streets within the development that will be constructed to them. Failure to do so shall be considered to mean that full compliance with Adopted Design & Development Standards for public streets will be required.

c. Shall meet the Fire Apparatus Road standards of the International Fire Code. Where said standards conflict with any other street standards allowed by this Chapter, the more restrictive standards shall be required.

4. Private streets

a. Shall be designed to standards identified and described in detail, using text and drawings in the PDP, subject to approval by the Reviewing Official and that meet or exceed the minimum requirements of this section.

b. Shall meet the Fire Apparatus Road Standards of the International Fire Code. Where said standards conflict with the standards allowed by this Chapter, the more restrictive standards shall be required.

c. A road maintenance association or equivalent shall be formed and shall be fully responsible for maintenance of private streets, including but not limited to snow removal. The association and the road maintenance agreement or equivalent instrument shall be included and described in the PDP and subject to approval by the Reviewing Official.

5. Street section connections to existing curbs/sidewalks shall be as follows:

a. When curbs/sidewalks exist on one abutting end of a proposed planned development project, the new planned development shall transition from its existing location to the new street section as provided by current code requirements; and

b. When existing curbs/sidewalks exist on both abutting ends of a proposed project (infill), or along the frontage of the proposed project, the reviewing official may allow for the continuation of the existing roadway section across the proposed planned development. The reviewing official shall require the applicant to dedicate any rights-of-way necessary to construct improvements and/or execute a deferral agreement to participate in a future project to construct said improvement(s).

3. Design. There are two optional designs for local access streets, including 20-26 foot, and over 26 and less than 32-foot-wide streets, to allow flexibility for planned development design while accommodating functional access needs and community design goals. Travel lanes are shared auto and bicycle lanes. Sidewalks are required, at the minimum, on one side of the street.

a. Continuity. Designs shall be consistent on individual blocks. An exception is for a hybrid design. An example would be a 20-foot street that integrates parking pockets on one side of the street.

b. Curbing and gutters and appropriate drainage improvements are required for all street designs.

c. Limitation for 20-foot streets. Twenty-foot streets are not preferred and are intended to be used only in special cases where there is available guest parking on nearby streets or additional off-street parking is provided within walking distance of homes. Twenty-foot streets shall serve no more than 8 dwelling units and shall be dead-end unless approved by the reviewing official because it is clearly shown by the PDP that it would not typically be used by through-traffic.

d. All dwelling units shall be within 300 feet (measured along sidewalks or other internal pathways) of available on-street or off-street guest parking equal to one space per dwelling unit, minimum.

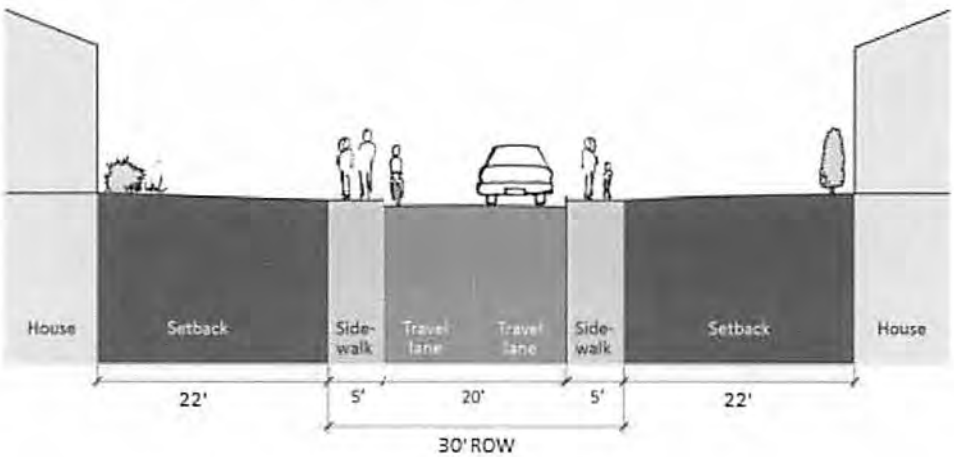
e. No parking shall be allowed on 20-foot wide streets. Exception is allowed parallel parking bulb-outs (see Figure 10.24.120(B)-1).The bulb-outs shall take up no more than 50 percent of the planting strip length (labeled 'setback' on Figure 10.24.120(B)-2).

f. While two sidewalks are preferred for all street designs, they are not mandatory. One sidewalk for each type of street is allowed.

Figure 10.24.120(B)-1: Example of a local access street with integrated parallel parking bulb-outs.

20 Foot to 26 Foot Wide Streets

20' Wide Street Depicted



20' Wide Street, One Sidewalk Depicted

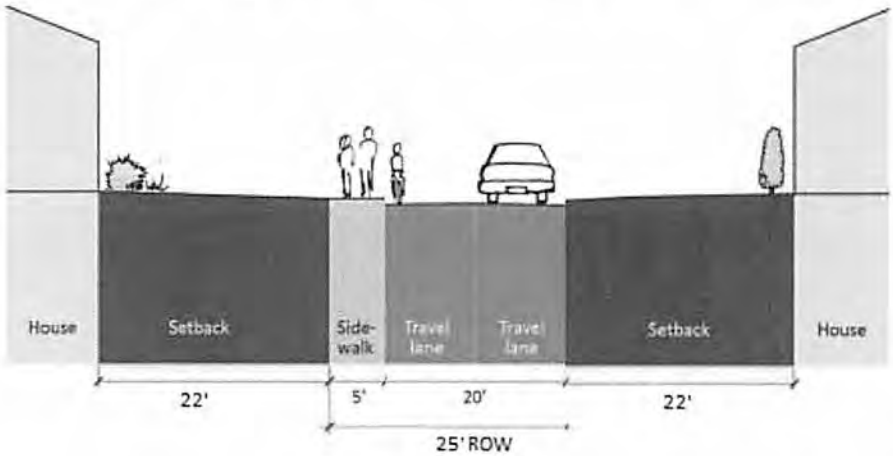
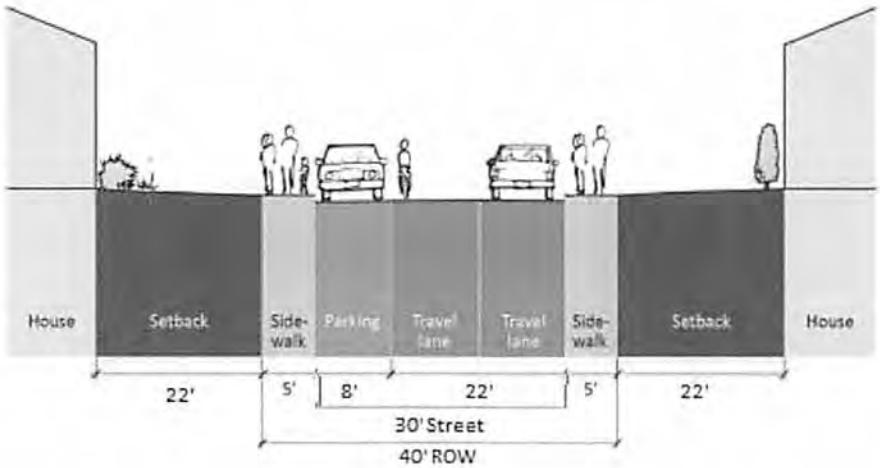


Figure 10.24.120(B)-2: Cross-sections for local access street design options (with standard dimensions)

Streets Over 26 Feet and Less Than 32 Feet Wide

30' Wide Street Depicted



30' Wide Street, One Sidewalk Depicted

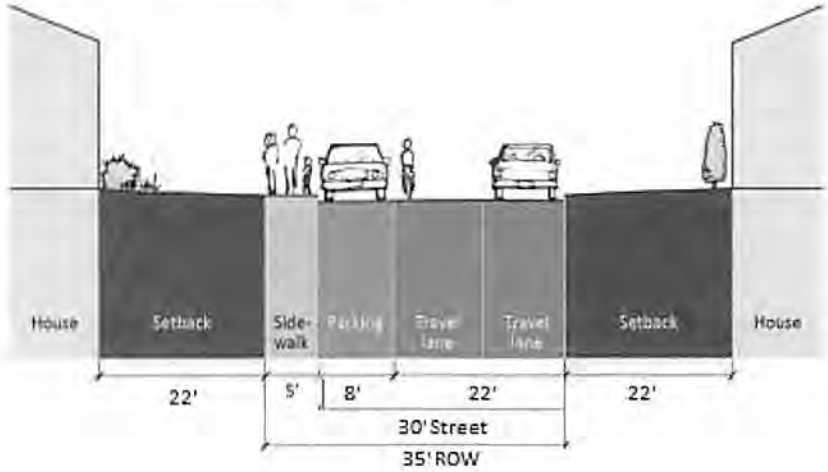


Figure 10.24.120(B)-2 Continued: Cross-sections for local access street design options (with standard dimensions)

10.24.130 Limitations on Authority to Alter Zoning

The following provisions of the Selah Municipal Code may not be altered pursuant to this chapter:

A. Any provision of this Chapter 10.24, Planned Development;

B. Any provision of Title 10, Zoning, which specifically states that it is not subject to modification or alteration; and

C. Any provision of the Land Use Table in SMC 10.28.020.except that any permitted Class 1, 2 or 3 use in any other residential zone may be permitted in a residential Planned Development provided that it is disclosed in the PDP and approved pursuant to this Chapter. The PDP or the reviewing official may place restrictions on such approved uses including requirements that they go through a separate approval process such as a major or minor modification or Class 1, 2 or 3 review before being established.

10.24.140 Modifications

An applicant may request a modification to any element or provision of an approved Planned Development Overlay. All modification applications shall be deemed either "minor" or "major."

A. Minor Modifications. Minor modifications may be approved administratively in accordance with the procedure set forth in the PDP, where applicable, or by the City Administrator. A modification shall be considered "minor" if it:

1. Would not increase the total number of dwelling units in the Planned Development Overlay above the maximum number set forth in the PDP, or would not decrease the number of dwelling units by more than 10 percent;

2. Would not decrease the minimum - or increase the maximum - density for residential areas of the Planned Development Overlay beyond the density ranges in the PDP;

3. Would not reduce the approved or required amount of open space or recreation space or alter its location or configuration in a way that would lower its level of service or functionality;

4. Would not reduce or adversely alter a standard or condition of approval of the PDO that is considered to be "preferred" by this Chapter or that was imposed in order to assure consistency with the Code and compatibility with adjacent land uses pursuant to SMC 10.24.050(C). The reviewing official shall identify conditions of approval as such in the decision issued for the PDO.

5. Would not violate any mitigation measure required by a Mitigated Determination of Non-Significance (MDNS) or Final Environmental Impact Statement (FEIS). Additional environmental review shall be required for any action that is not categorically or statutorily exempt from SEPA unless part of a Planned Action pursuant to RCW 43.21C.440 or determined by the SEPA Responsible Official in accordance with WAC 197-11-600 that environmental impacts from the action had been adequately considered by a previously conducted environmental review;

6. Would not adversely impact the project's fiscal projections to the detriment of the City;

7. Would not significantly change the overall design of the PDP; and

B. Major Modifications. Major modifications shall be reviewed using the same procedures applicable for new Planned Development Overlay applications set forth in SMC 10.24.060. Any modification that is not minor pursuant to subsection (A) of this section shall be considered "major." The City may specify additional criteria for determining whether a proposed modification is minor or major by requiring such provision in the PDP, but the criteria listed in this section cannot be modified or reduced by the PDP.

10.24.150 Reconstruction of Damaged Buildings or Improvements

Replacement or reconstruction of any buildings or improvements that have been damaged or destroyed within the Planned Development Overlay shall conform to the original PDP.

10.24.160 Appeal

Any final decision by the City Council made pursuant to this chapter may be appealed to the Yakima County Superior Court within 21 days from the date of

the decision being appealed, pursuant to Chapter 36.70C RCW, the Land Use Petition Act.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10th DAY OF November, 2015.

_____
John Gawlik, Mayor

ATTEST:

_____
Dale Novobielski, City Clerk/Treasurer

APPROVED AS TO FORM:

_____
Robert F. Noe, City Attorney

Filed with the City Clerk: _____

Passed by the City Council: _____

Date of Publication: _____

Effective Date: _____

CITY OF SELAH
WASHINGTON
ORDINANCE NO.

AN ORDINANCE OF THE CITY OF SELAH, WASHINGTON, ADDING A NEW SELAH MUNICIPAL CODE CHAPTER 10.24 RELATING TO PLANNED DEVELOPMENT;CREATING A PLANNED DEVELOPMENT (PD) OVERLAY ZONE; ESTABLISHING DEVELOPMENT REGULATIONS FOR PLANNED DEVELOPMENT OVERLAY ZONES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City Council desires to provide for an overlay zone in order to better regulate planned development activity within the City of Selah;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. New Chapter 10.24 SMC, Planned Development, Added. A new Selah Municipal Code Chapter 10.24, entitled "Planned Development," is hereby adopted to read as follows:

Chapter 10.24
PLANNED DEVELOPMENT

Sections:

10.24.010 Purpose
10.24.020 Applicability
10.24.030 Definitions
10.24.040 Planned Development Overlay Zone—Created
10.24.050 Planned Development Overlay Zone—Criteria
10.24.060 Application—Procedure
10.24.070 Application—Planned Development Plan
10.24.080 Hearing Examiner Recommendation
10.24.090 City Council Action—Effect of Approval
10.24.100 Development Standards—Design
10.24.110 Development Standards—Open Space
10.24.120 Development Standards—Roads and Parking
10.24.130 Limitations on Authority to Alter Zoning
10.24.140 Modifications

10.24.150 Reconstruction of Damaged Buildings or Improvements
10.24.160 Appeal

10.24.010 Purpose
The purpose of this chapter is to establish a planned development overlay zone to allow new development that is consistent with both the Comprehensive Plan and the intent of the underlying zoning district, but which would not otherwise be permitted due to limitations in dimensional standards, permitted uses, or accessory uses in the underlying zoning district. Planned Development Overlays are intended to:

A. Encourage flexibility in design and development that is architecturally and environmentally innovative and which will result in a more efficient aesthetic and desirable utilization of the land than is possible through strict application of otherwise applicable zoning and subdivision controls; and

B. Provide for the clustering of dwelling units, usable open space and mixed-density residential development, including but not limited to single-family, duplexes, townhouses, apartments and multiple-family dwellings as provided for by the Comprehensive Plan, while protecting and maintaining compatibility with existing residential neighborhoods.

10.24.020 Applicability
This chapter applies to applications for and development within a planned development overlay zone, and is to be used in conjunction with the land use classification system established in Title 10 of the Selah Municipal Code and with the Comprehensive Plan.

10.24.030 Definitions
The definitions in this section apply throughout this chapter unless the context clearly requires otherwise or they are more specifically defined in a section or subsection. Terms not defined shall be as defined by Appendix A to Chapters 10.02 through 10.48 SMC, otherwise shall be given their usual meaning.

"ADA" is the Americans with Disabilities Act of 1990.

"Adopted Design & Development Standards" means the design standards for public or private streets in SMC 10.50 or as otherwise adopted by the City (also see "Planned Development Design & Development Standards").

"City Administrator" means the City of Selah City Administrator appointed pursuant to SMC 1.10.015.

"City Council" or "Council" means the City Council of the City of Selah, Washington.

"Code" or "SMC" means the Selah Municipal Code.

"Comprehensive Plan" means the 2005 Urban Growth Area Comprehensive Plan adopted by the City of Selah, or as subsequently amended.

"City" means the City of Selah, Washington.

"City Planner" for the purposes of this Chapter has the same meaning as "Planning Department".

"Hearing Examiner" means the City of Selah Hearing Examiner appointed pursuant to SMC 1.60.020.

"Major Modification" means modifications which substantially change the character, basic design, density, open space or other requirements and conditions of the approved Planned Development Overlay, as further defined in SMC 10.24.140(B).

"Minor Modification" means modifications which may affect the precise dimensions or siting of buildings (i.e., lot coverage, height, setbacks) but which do not affect the basic character or arrangement and number of buildings approved in the Planned Development Overlay, as further defined in SMC 10.24.140(A).

"Planned Development Design & Development Standards" are street design standards set forth in SMC 10.24.120(F) as alternatives to "Adopted Design & Development Standards" for public or private streets in approved Planned Developments.

"Planned Development Overlay" or "PDO" means any property with a Planned Development (PD) Overlay Zone designation.

"Planned Development Plan" or "PDP" has the meaning prescribed under SMC 10.24.070 as now in effect or as may subsequently be amended.

"Planning Department" means the City of Selah Planning Department.

"PD District" means an existing planned development, as of the effective date of this ordinance, which was created under the previously repealed Chapter 10.24 SMC.

"Reviewing Official" is as defined in Appendix A to Chapters 10.02 through 10.48 SMC. In most cases in this Chapter, the Reviewing Official means the Hearing Examiner, City Council, Administrative Official or Planning Department (or City Planner) in their respective roles as described.

"SEPA" means the State Environmental Policy Act (Chapter 43.21C RCW), its' implementing rules (Chapter 197-11 WAC) and the City's SEPA procedures (Chapter 11.40 SMC).

10.24.040 Planned Development (PD) Overlay Zone—Created

A. Planned Development Overlay Zone Designation. A planned development approved in accordance with this chapter after the effective date of the ordinance adopting this chapter shall have a zoning designation of Planned Development (PD) Overlay Zone. The PD Overlay Zone designation will be reflected by a "(PD)" suffix qualifier on the underlying zoning designation for the parcel. For example, an approved planned development in a Two Family Residential zoning district would be classified as "R-2 (PD)".

B. Authorized Uses. Planned Development Overlays shall incorporate the permitted land uses and development standards of the underlying zoning district pursuant to Code and the Land Use Table in SMC 10.28.020; provided, however, that approval of a Planned Development Overlay shall modify and supersede the regulations of the underlying zoning district as provided in this chapter and the approved Planned Development Plan.

Notwithstanding anything to the contrary in the underlying zoning requirements, a Planned Development Overlay may permit all proposed uses and developments under this chapter that are allowed by the Comprehensive Plan and that do not exceed the maximum densities in the Comprehensive Plan.

1. Residential Planned Development Overlays are permitted in the LDSF, R-1, R-2, and R-3 zones; provided, that:
    a. No more than 40 percent of the number of dwelling units in a planned development in the LDSF or R-1 zone may consist of two-family or multiple-family dwellings; and
    b. No more than 40 percent of the number of dwelling units in a planned development in the R-2 or R-3 zones may consist of single-family dwellings.
2. Reserved.

C. Extant Planned Development Zoning Districts. Existing planned developments, as of the effective date of the ordinance adopting this chapter, are and shall remain separate zoning districts created under the previously repealed Chapter 10.24 SMC("PD Districts"), as indicated on the official zoning map adopted under SMC 10.04.010, and shall:

1. Retain the authorized uses considered to be conforming in the PD District; and
2. Permit major or minor modifications only within the existing approved boundaries of the PD District.

10.24.050 Planned Development (PD) Overlay Zone—Criteria

A Planned Development Overlay shall be approved or denied based upon the following criteria, which are listed in order of priority regarding the weight to be given to each factor:

A. Compliance with this chapter;

B. Compliance with the allowed uses and maximum density for the future land use designation of the subject property as set forth in the Comprehensive Plan;

C. The extent to which the PDO meets the development standards of SMC 10.24.100 and 10.24.110(A). They include minimum mandatory standards that cannot be reduced along with higher standards that are not mandatory, some of which are described as being preferred. Some of the higher standards may be necessary to assure consistency with the purpose of Chapter 10, SMC and compatibility with surrounding land uses or the PDP may need to document how meeting the minimum standards or only meeting the mandatory standards does so.

D. The system of ownership and the means of development, preservation and maintenance of open space;

E. Compliance with the City's subdivision code, if a proposed Planned Development Overlay is combined with a proposal to divide land into lots.

10.24.060 Application—Procedure

Applications for a proposed planned development shall be prepared, submitted, and processed as follows:

A. Preliminary PDP. The applicant shall prepare a Planned Development Plan (PDP) in accordance with SMC 10.24.070 and with the provisions of this chapter;

B. Pre-Application Conference. The applicant shall contact the Planning Department and schedule a pre-application conference to review the PDP for completeness and for compliance with the Comprehensive Plan and the provisions of this chapter;

C. Application Submittal. Following the pre-application conference, the applicant shall submit an application for Planned Development Overlay to the Planning Department on a form provided by the City, accompanied by all documents required by the application form, including the final PDP;

D. Determination of Completeness. Within 28 days of receiving a date-stamped Planned Development Overlay application, the Planning Department shall determine whether or not the application is complete in accordance with SMC 21.05.050;

E. Review Hearing. Within 30 days of a determination of completeness issued pursuant to paragraph (D) of this section, the City shall schedule a hearing before the Hearing Examiner in accordance with SMC 10.24.080 for review of the Planned Development Overlay application. The hearing itself may be set to begin on a date later than 30 days after issuance of the determination of completeness. The Hearing Examiner shall render a recommendation thereon to the City Council; and

F. City Council Action. Within 45 days of the City's receipt of the Hearing Examiner's recommendation, the City Council shall consider the recommendation, after which it shall adopt, modify or reject the recommendation of the Hearing Examiner pursuant to SMC 10.24.090.

G. Failure to strictly comply with the time limits in this Section or the time limits in SMC 10.24.080 and .090 shall not be considered a violation of this Chapter if such failure was due to justifiable circumstances and consistent with the intent of these requirements except as otherwise provided for by Code or State law. Delays resulting from actions taken under the requirements of SEPA, a notice of incomplete application or request for additional information made pursuant to RCW 36.70B.070 shall not be considered violations of this Chapter.

10.24.070 Application—Planned Development Plan

The Planned Development Plan shall include both project maps and a written project description containing, as determined by the Planning Department at the pre-application conference, the elements enumerated in subsections (A) and (B) of this section.

A. Project Maps. The PDP shall include an accurate map or maps drawn to a scale of not less than one inch to one hundred feet, depicting the following:

1. The boundaries of the proposed Planned Development Overlay;

2. Location, names and dimensions of all existing and proposed streets, public ways, railroad and utility rights of way, parks or other open spaces, and all surrounding land uses within 200 feet of the boundary of the proposed PDO;

3. Preliminary plans, elevations, number of dwelling units, types of use, and exterior appearance of all proposed buildings and structures, which shall include drawings, architectural renderings and photographs;

4. Proposed location and square footage of community facilities and "common open space";

5. Proposed public dedications;

6. Detailed parking plan described by SMC 10.24.120(A) when required by SMC 10.24.120(B).

7. Street design standards as required by SMC 10.24.120(F);

8. Points of ingress to and egress from the proposed PDO;

9. Location, arrangement, number and dimensions of truck loading and unloading spaces and docks, if any;

10. Street Lighting Plan as required by SMC 10.24.120(D)

11. Location and directional bearing of all major physiographic features such as railroads, drainage canals and shorelines, if any;

12. Existing topographic contours at intervals of not more than five feet;

13. Proposed topographic contours at intervals of not more than one foot;

14. Existing and proposed sewers, water mains and other underground facilities within and adjacent to the proposed PDO, and their certified capacities;

15. Proposed drainage facilities;

16. Proposed landscaping and the approximate location, height and materials of all walls, fences and screens;

17. Traffic flow plan, including pedestrian and vehicular circulation pattern and the location and dimensions of walks, trails or easements;

18. Indication of proposed stages or phases of development; and

19. In the event the proposed PDO is combined with a proposal to subdivide the land, the PDP shall also include a complete subdivision application pursuant to Chapter 10.50 SMC.

B. Written Project Description. The PDP shall include a written project description identifying the project as a residential planned development and setting out detailed information concerning the following as determined by the Planning Department at the Pre-Application Conference:

1. Statement of the project goals and objectives, compatibility with the surrounding area (including measures to assure compatibility pursuant to SMC 10.24.100(D)), and potential future use; (i.e., why it would be in the public interest and consistent with the Comprehensive Plan);

2. Proposed system of ownership;

3. Operation and maintenance proposal; (i.e., homeowner association, condominium, co-op or other);

4. All proposed land uses, including uses permitted in the underlying zone and uses not permitted in the underlying zone, and how such uses fit into the planned development concept;

5. All deviations from the development standards of the underlying zone;

6. Tables showing total numbers of acres, distribution of area by use, percent designated for dwellings and open space, number of off street parking spaces, street, parks, playgrounds, and schools;

7. Tables indicating overall densities and density by dwelling types, and any proposals for adjustments to the density limitations;

8. Restrictive covenants;

9. Waste disposal facilities;

10. Local access street design, including identification of the Planned Development Design & Development Standards that will be applied, if any, as required by SMC 10.24.120(F)(3)(b);

11. Parking and lighting, as required by SMC 10.24.120(A);

12. Water supply;

13. Public transportation;

14. Community facilities; and

15. Development timetable.

10.24.080 Hearing Examiner Recommendation

In accordance with 10.24.060(E), the Planning Department shall, in consultation with the Hearing Examiner, fix the date at which the Planned Development Overlay application shall be considered and reviewed by the Hearing Examiner at an open record public hearing.

A. Notice of Hearing. Notice of the hearing shall be published once not less than 10 days prior to the hearing in the official newspaper of the City given as required for minor rezones by SMC 10.40 and SMC 21. Additional notice of such hearing shall be given by mail, posting on the property, or in any manner the Planning Department or Hearing Examiner deems suitable to notify adjacent owners and the public.

B. Conduct of Hearing. At the hearing, the Hearing Examiner shall consider all relevant evidence to determine whether the proposed Planned Development Overlay should be approved, conditionally approved, or disapproved according to the Planned Development Overlay criteria enumerated in SMC 10.24.050.

C. Written Recommendation. Not later than 10 business days following the conclusion of the hearing, or any continued hearing, the Hearing Examiner shall render a written recommendation to the City Council and transmit a copy thereof or a notice of availability of the decision to all parties of record. Posting the decision on a City or Hearing Examiner Website may serve as such notice to parties of record provided that the applicant shall be given a copy of the decision. The Hearing Examiner may recommend that the proposed Planned Development Overlay be approved, conditionally approved, or disapproved. Conditions of approval shall be precisely recited in the Hearing Examiner's recommendation.

10.24.090 City Council Action—Effect of Approval

A. City Council Action. Within 45 days of the City's receipt of the Hearing Examiner's recommendation on any proposed Planned Development Overlay, the

City Council shall consider the recommendation at a public meeting, where it may adopt, modify or reject the recommendations of the Hearing Examiner.

B. Effect of Approval. Upon the City Council's approval of a Planned Development Overlay, the subject property shall be designated with the "(PD)" suffix qualifier as provided in SMC 10.24.040(A). The City Council shall promptly thereafter initiate a legislative amendment the official zoning map pursuant to SMC 10.40.030(1) to reflect the new zoning designation, unless such zoning map amendment application has been included in the approved planned development application. The criteria of SMC 10.24.050 shall be used rather than the review criteria of SMC 10.40.050 or SMC 10.40.070.

C. Failure to Develop. If substantial construction has not been performed on the project within 18 months after the date of approval, the Planned Development Overlay Zone designation shall lapse, and the property shall revert by operation of law to the underlying zoning district, regardless of any contrary designation on the official zoning map. The City Council may choose to extend this 18-month period one time, for an additional period not to exceed 12 months, upon good cause shown in writing by the applicant. The City Council's decision with respect to any such extension shall be final.

10.24.100 Development Standards—Design

The following design standards shall apply to all Planned Development Overlays.

A. Building Height and Setbacks. PDPs shall provide adequate setbacks and building heights to avoid negative impacts on adjacent structures on neighboring properties. No building shall exceed a height of 35 feet. The following setbacks are required minimums and shall not be reduced:

   a. Side setback of 12 feet and rear setback of 20 feet for structures 26 feet or higher from exterior property lines of the Planned Development Overlay.
   b. Setbacks for structures less than 26 feet in height from exterior property lines of the Planned Development Overlay shall be the side and rear setbacks of the underlying zoning district.
   c. 22 foot setback from the edge of the sidewalk or back of curb (where there is no sidewalk) facing the building to garage or covered parking.
   d. 12 foot setback from the edge of the sidewalk or back of curb (where there is no sidewalk) facing the building to the rest of the dwelling or other primary building (except for the garage or covered parking).

For the purpose of these setback standards, the determination of which is the side and rear setbacks shall be based on the building from which the setback is being measured and its orientation to the street, not on the configuration or orientation of the property that comprises the PDO. The reviewing official shall make this determination in those situations in which it is not clear.

B. Pedestrian-Oriented Design. There shall be a distinct separation of vehicular and pedestrian traffic within a PDO meaning that at minimum, all streets shall be improved with sidewalks that meet minimum City standards for public streets. The design must be in compliance with the City's public parks plan and Comprehensive Plan. This may require an improved pedestrian trail system that links the PDO's primary uses together and an improved pedestrian/bicycle trail system which links at least a portion of the PDO's trail system to the pedestrian facilities adjacent to the PDO.

C. Compatible and Efficient Layout. Streets, lot lines, low-impact development techniques and facilities, landscaping areas, open space, building footprints and/or other features shall be arranged for maximum traffic flow efficiency and minimal impact to natural features, existing traffic patterns and uses in the vicinity. Vehicular entrances and exits to the PDO shall be minimized by providing for common ingress, egress and circulation areas.

D. Compatibility with Adjacent Uses. The exterior of the PDO shall be highly compatible with adjacent uses. Measures to assure compatibility shall be described in the PDP and may include, but are not limited to, restricted uses along the exterior of the development, building footprint location, open spaces, buffers, landscaping, architectural style and pedestrian/vehicular circulation linkages. ***Building height may not be used as criteria for judging compatibility with adjacent uses. Planned development densities shall not be used as criteria to judge compatibility with adjacent uses when adjacent properties are zoned differently.***

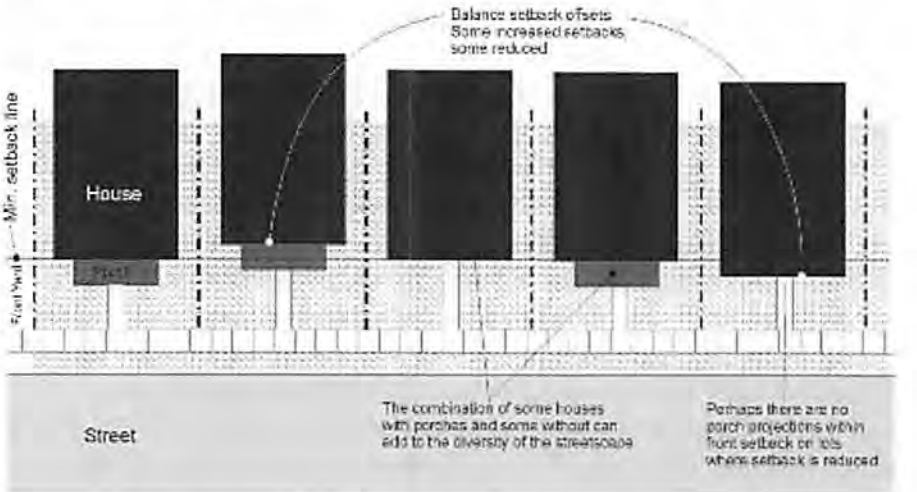
E. Variety of Housing Types, Styles. Housing types within a PDO with three structures or more shall be varied to have a range of architectural variety. Although an overall architectural theme may be appropriate, there shall be a range of housing styles within a theme to avoid the monotony of identical structures.

F. Design Diversity. PDO's shall incorporate measures that promote design diversity. This shall be accomplished by (see Figures 10.24.100(E)-1 and 10.24.100(E)-2);

1. Providing a mixture of lot sizes and/or front setbacks (which could be specified on the plat); and/or

2. Providing a diversity of floor plans and facade treatments that avoid monotonous streetscapes. This could be accomplished with conditions on the plat and/or special covenants required for lots.

Figures 10.24.100(E)-1 and 10.24.100(E)-2. The above homes feature a good diversity of facade designs, colors and rooflines.



Figures 10.24.100(E)-3 and 10.24.100(E)-4. Avoid monotonous rows of duplicative homes (top example). Another solution is to prescribe variable setbacks such as in the bottom example.

10.24.110 Development Standards—Open Space

Common open space shall consist primarily of large usable areas which are owned by all property owners within a PDO. ***The minimum allowable outdoor open area for a planned development shall be no less than twelve (12) percent of the total square footage of the PDO.*** The open area may exceed twelve percent. The twelve percent minimum required shall be a usable area. ***A usable area is a developed area with a finished grade not to exceed ten (10) percent which can be used for the purpose of the relaxation, enjoyment and/or recreation of all of the property owners within a PDO.*** This includes, but is not limited to: buffer yards, public space, landscaped areas, recreational areas, collectively owned, landscaped courtyards or decks, gardens with pathways, children's play areas, an area for recreation/socialization facility or other multi-purpose recreational and/or garden spaces. Sufficient common open space for the types of uses envisioned within a PDO shall be provided.

The following shall not be considered in calculating the minimum usable area required under this section:
1. Areas reserved for the exclusive use or benefit of private individuals;
2. Dedicated streets, alleys or other public rights of way;
3. Required detention areas;
4. Irregular or unusable narrow strips of land less than fifteen feet wide, unless containing a trail or a bicycle path;
5. Rooftop decks, personally owned courtyard decks, personally owned front yards; and (6) inaccessible natural areas.

A. Planned Development Open Space Design Criteria. Special requirements and recommendations for developed common open spaces include the following. These requirements do not apply to undeveloped open space such as natural areas or critical area buffers:

1. Required setback areas shall not count towards the open space requirement unless those areas are portions of a space that are large enough to provide functional leisure or recreational activity. To meet this requirement, no dimension shall be less than 15 feet in width;
2. Spaces (particularly children's play areas) shall be visible from at least three dwelling units and positioned near pedestrian activity;
3. Spaces shall feature pedestrian amenities such as, but not limited to paths, landscaping, seating, and lighting to make the area more functional and enjoyable;
4. Individual entries may be provided onto common open space from adjacent ground floor residential units, where applicable. Small, semi-private open spaces for adjacent ground floor units that maintain visual access to the common area are encouraged to enliven the space. Low walls or hedges (less than three feet in height) are encouraged to provide clear definition of semi-private and common spaces;
5. Common space shall be separated from ground floor windows, automobile circulation, service areas and parking lots by utilizing landscaping, low-level fencing, and/or other treatments that enhance safety and privacy (both for common open space and dwelling units);
6. Space should be oriented to receive sunlight, facing east, west, or (preferably) south, when possible;
7. Stairways, stair landings and above grade walkways shall not encroach into minimum required common open space areas. A roof covering may be built over a courtyard to provide weather protection provided it does not obstruct natural light inside the courtyard.

Figure 10.24.110(A)-1. Examples of common open space.

B. Indoor Recreational Areas. When provided, indoor recreational areas shall meet the following conditions:

1. The space shall be located in a visible area, such as near an entrance, lobby, or high traffic corridors; and

2. Space shall be designed specifically to serve interior recreational functions and not merely be leftover, un-rentable space used to meet the open space requirement. Such space shall include amenities and design elements that will encourage use by residents.

C. Shared Rooftop Decks. When provided, shared rooftop decks shall meet the following requirements:

1. Space shall provide amenities such as seating areas, landscaping, and/or other features that encourage use;

2. Space shall incorporate features that provide for the safety of residents, such as enclosures, railings, and appropriate lighting levels.

D. Community Gardens. (See figure 10.24.110(E)-1.) When provided, community gardens shall meet the following conditions:

1. All spaces shall be located to receive at least six hours of natural sunlight per day in summer months;

2. All spaces shall have access to irrigation (which in this context, could be municipal water service where otherwise allowed);

3. All spaces shall have tillable soil to a depth of one foot, minimum;

4. Spaces may be provided in shared or private yard areas, at ground level, on balconies, or on rooftop decks;

5. Where some or all of the community garden is within shared common open space, a management program shall be required setting forth the following provisions:

a. Access to interested residents meeting minimum space requirements set forth herein; and

b. Provisions for space management and maintenance; and

6. Where community garden space is provided within shared common open spaces, the following standards shall apply;

a. Walkways between planting beds shall be at least two feet wide; and:

b. Planting beds shall be raised above surface level. For ground level spaces, planting beds shall be raised at least six inches. For rooftop spaces, planting beds shall be raised by at least 18 inches.

Figure10.24.110(E)-1.Community garden example.

10.24.120 Development Standards—Parking, Lighting and Roads

A. Parking Plan. A detailed parking plan shall be submitted with a Planned Development Overlay application. The parking plan shall contain the following information: the existing and proposed development, location of off-street parking areas, including garages, parking stall and driving aisle location and dimensions, including the number and angles of stalls and the widths of aisles and bays, loading and maneuvering areas, curb cuts, light fixtures, adjacent streets, landscape islands and peninsulas and other relevant features of the proposed parking facility. The parking plan shall also include the location and square footage for each existing and/or proposed non-residential structure or use area and the proposed area, including floor area, dedicated to each use. For residential structures, the number of bedrooms of each residential unit shall be specified. A lighting plan detailing light standard height, location of lights, wattage, and light dispersion patterns shall be submitted with the parking plan. The parking plan may be combined with the landscaping plan. The parking plan shall be subject to approval by the City Planner, in order for the application to be considered complete.

B. When Required. Separate plans for off-street parking for residential developments with less than three proposed units or that consist entirely of single-family dwellings with at least two off-street parking spaces per unit and streets wide enough to provide for on-street parking are not required except when the parking space for residential uses are to be located on a lot other than that on which the residential building is located.

C. Computation of required off-street parking spaces.

1. Spaces Required. Except as modified in subsections below, off-street parking areas shall contain at a minimum the number of parking spaces as stipulated in the following table. Off-street parking ratios expressed as number of spaces per square feet means the usable or net square footage of floor area, exclusive of non - public areas. Non-public areas include but are not limited to building maintenance areas, storage areas, closets or restrooms. If the formula for determining the number of off-street parking spaces results in a fraction, the number of off-street parking spaces shall be rounded to the nearest whole number with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

Computation of required off-street parking spaces.

Category of Land Use	**Minimum Parking Spaces Required**
Planned Development	
Dwelling, single-family/duplex/townhouse	2.0 per dwelling unit; for structures containing more than 4 bedrooms, one additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages are permitted for single-family and duplex dwelling units.
One bedroom unit	1.5 per unit
Cottage	1.5 per unit
Studio units	1.2 per unit

D. Street Lighting Plan

1. All PDO's shall provide street lights in accordance with the standards for such improvements of the City of Selah and ***except on private streets*** they shall be owned and operated by the City. A street lighting plan submitted by the applicant and approved by the Public Works Department shall be as set forth in the current edition of the WSDOT/APWA Standard Specifications and as directed by the Public Works Director except where noted herein. All public street light designs shall be prepared by an engineer licensed by the State of Washington. All PDO's shall include conduit installed so as to provide adequate capacity for future installation of complete street lighting. All street light electrical installations including wiring, conduit, and power connections shall be located underground. Exception to underground installation is permissible in limited locations with approval of the Public Works Director. The General Notes below shall be included on any plans dealing with street design.

E. General Notes (Street Light Construction)

1. All workmanship, materials and testing shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation (WSDOT), and the American Public Works Association (APWA) General Special Provisions (GSP's) for Division One General Requirements as the standard specifications governing all design and construction of public works improvements by the City and by private developers.

2. Developer or developer's engineer shall submit proposed lighting layout and types on plans. The Public Works Department shall approve lighting plans prior to final plat recording or building permit issuance.

F. Local Access Street Design.

1. Purpose. The purpose of planned development street design standards is to provide safe and attractive local access streets that provide access to planned development property.

2. Implementation. The street design standards in this chapter are minimum requirements and shall not be reduced by the PDP or the reviewing official. Streets may be public or private. Either public or private streets may, be designed to the standards in this Chapter or to the standards in SMC 10.50 or otherwise adopted by the City. For the purposes of this Chapter, said standards are referred to as Adopted Design & Development Standards. Alternative standards provided for in this Chapter are referred to as Planned Development Design & Development Standards.

3. Public Streets. Shall meet the following minimum requirements:

a. Shall be constructed to Adopted Design & Development Standards except as modified by these Planned Development Design & Development Standards.

b. Construction to Adopted Design & Development Standards is preferred. The PDP shall identify and describe with both text and drawings, the Planned Development Design & Development Standards of this Section that are going to be applied and the individual streets within the development that will be constructed to them. Failure to do so shall be considered to mean that full compliance with Adopted Design & Development Standards for public streets will be required.

c. Shall meet the Fire Apparatus Road standards of the International Fire Code. Where said standards conflict with any other street standards allowed by this Chapter, the more restrictive standards shall be required.

4. Private streets

a. Shall be designed to standards identified and described in detail, using text and drawings in the PDP, subject to approval by the Reviewing Official and that meet or exceed the minimum requirements of this section.

b. Shall meet the Fire Apparatus Road Standards of the International Fire Code. Where said standards conflict with the standards allowed by this Chapter, the more restrictive standards shall be required.

c. A road maintenance association or equivalent shall be formed and shall be fully responsible for maintenance of private streets, including but not limited to snow removal. The association and the road maintenance agreement or equivalent instrument shall be included and described in the PDP and subject to approval by the Reviewing Official.

5. Street section connections to existing curbs/sidewalks shall be as follows:

a. When curbs/sidewalks exist on one abutting end of a proposed planned development project, the new planned development shall transition from its existing location to the new street section as provided by current code requirements; and

b. When existing curbs/sidewalks exist on both abutting ends of a proposed project (infill), or along the frontage of the proposed project, the reviewing official may allow for the continuation of the existing roadway section across the proposed planned development. The reviewing official shall require the applicant to dedicate any rights-of-way necessary to construct improvements and/or execute a deferral agreement to participate in a future project to construct said improvement(s).

3. Design. There are two optional designs for local access streets, including 20-26 foot, and over 26 and less than 32-foot-wide streets, to allow flexibility for planned development design while accommodating functional access needs and community design goals. Travel lanes are shared auto and bicycle lanes. Sidewalks are required, at the minimum, on one side of the street.

a. Continuity. Designs shall be consistent on individual blocks. An exception is for a hybrid design. An example would be a 20-foot street that integrates parking pockets on one side of the street.

b. Curbing and gutters and appropriate drainage improvements are required for all street designs.

c. Limitation for 20-foot streets. Twenty-foot streets are not preferred and are intended to be used only in special cases where there is available guest parking on nearby streets or additional off-street parking is provided within walking distance of homes. Twenty-foot streets shall serve no more than 8 dwelling units and shall be dead-end unless approved by the reviewing official because it is clearly shown by the PDP that it would not typically be used by through-traffic.

d. All dwelling units shall be within 300 feet (measured along sidewalks or other internal pathways) of available on-street or off-street guest parking equal to one space per dwelling unit, minimum.

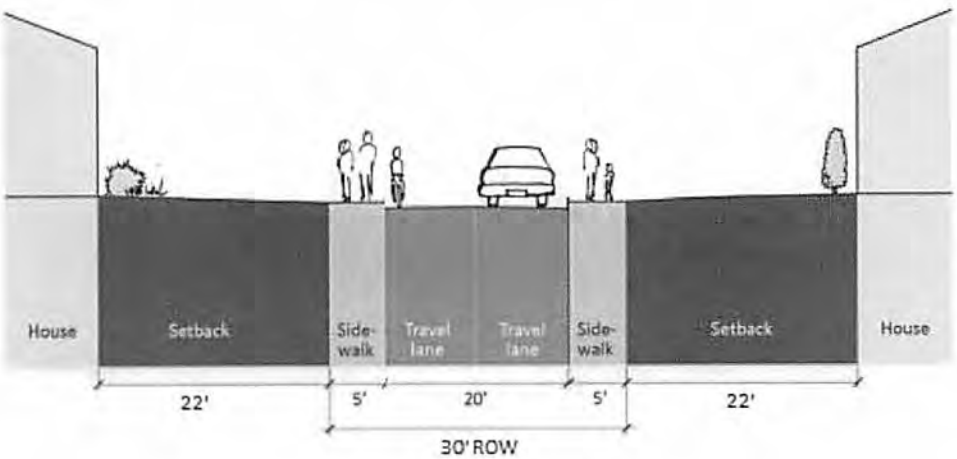
e. No parking shall be allowed on 20-foot wide streets. Exception is allowed parallel parking bulb-outs (see Figure 10.24.120(B)-1).The bulb-outs shall take up no more than 50 percent of the planting strip length (labeled 'setback' on Figure 10.24.120(B)-2).

f. While two sidewalks are preferred for all street designs, they are not mandatory. One sidewalk for each type of street is allowed.

Figure 10.24.120(B)-1: Example of a local access street with integrated parallel parking bulb-outs.

20 Foot to 26 Foot Wide Streets

20' Wide Street Depicted



20' Wide Street, One Sidewalk Depicted

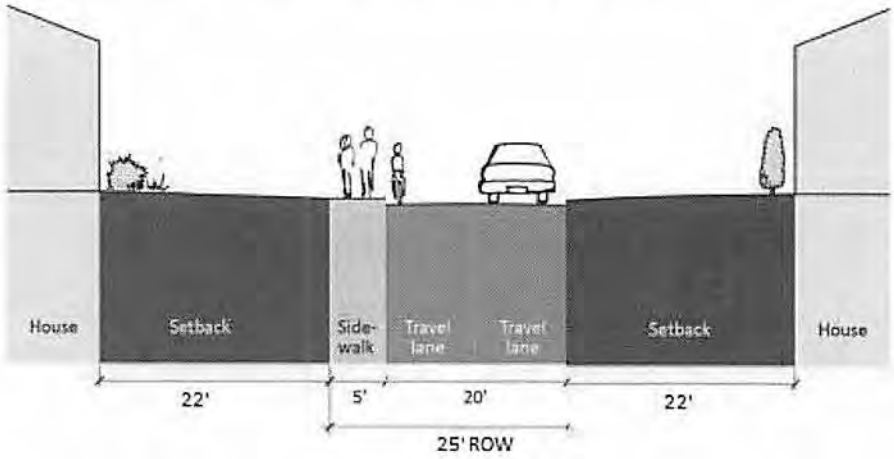
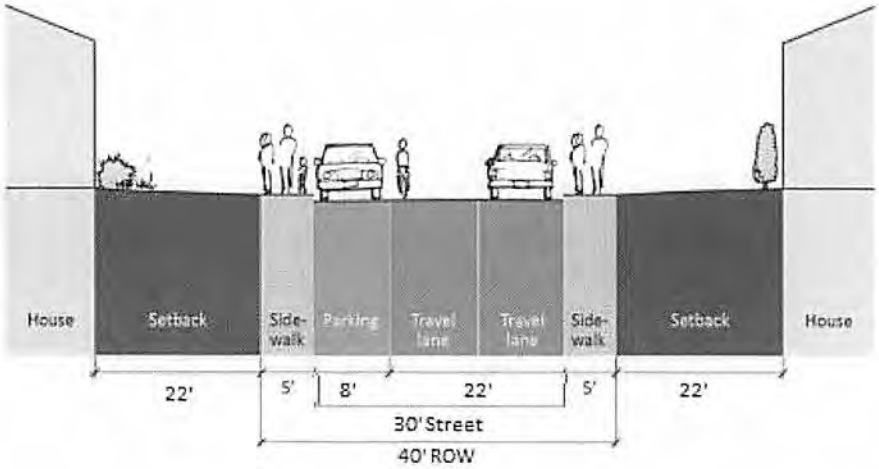


Figure 10.24.120(B)-2: Cross-sections for local access street design options (with standard dimensions)

Streets Over 26 Feet and Less Than 32 Feet Wide

30' Wide Street Depicted



30' Wide Street, One Sidewalk Depicted

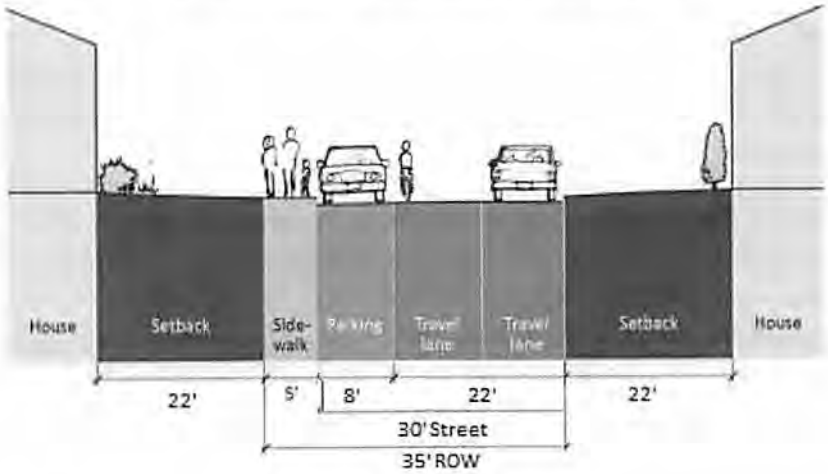


Figure 10.24.120(B)-2 Continued: Cross-sections for local access street design options (with standard dimensions)

10.24.130 Limitations on Authority to Alter Zoning

The following provisions of the Selah Municipal Code may not be altered pursuant to this chapter:

A. Any provision of this Chapter 10.24, Planned Development;

B. Any provision of Title 10, Zoning, which specifically states that it is not subject to modification or alteration; and

C. Any provision of the Land Use Table in SMC 10.28.020.except that any permitted Class 1, 2 or 3 use in any other residential zone may be permitted in a residential Planned Development provided that it is disclosed in the PDP and approved pursuant to this Chapter. The PDP or the reviewing official may place restrictions on such approved uses including requirements that they go through a separate approval process such as a major or minor modification or Class 1, 2 or 3 review before being established.

10.24.140 Modifications

An applicant may request a modification to any element or provision of an approved Planned Development Overlay. All modification applications shall be deemed either "minor" or "major."

A. Minor Modifications. Minor modifications may be approved administratively in accordance with the procedure set forth in the PDP, where applicable, or by the City Administrator. A modification shall be considered "minor" if it:

1. Would not increase the total number of dwelling units in the Planned Development Overlay above the maximum number set forth in the PDP, or would not decrease the number of dwelling units by more than 10 percent;

2. Would not decrease the minimum - or increase the maximum - density for residential areas of the Planned Development Overlay beyond the density ranges in the PDP;

3. Would not reduce the approved or required amount of open space or recreation space or alter its location or configuration in a way that would lower its level of service or functionality;

4. Would not reduce or adversely alter a standard or condition of approval of the PDO that is considered to be "preferred" by this Chapter or that was imposed in order to assure consistency with the Code and compatibility with adjacent land uses pursuant to SMC 10.24.050(C). The reviewing official shall identify conditions of approval as such in the decision issued for the PDO.

5. Would not violate any mitigation measure required by a Mitigated Determination of Non-Significance (MDNS) or Final Environmental Impact Statement (FEIS). Additional environmental review shall be required for any action that is not categorically or statutorily exempt from SEPA unless part of a Planned Action pursuant to RCW 43.21C.440 or determined by the SEPA Responsible Official in accordance with WAC 197-11-600 that environmental impacts from the action had been adequately considered by a previously conducted environmental review;

6. Would not adversely impact the project's fiscal projections to the detriment of the City;

7. Would not significantly change the overall design of the PDP; and

B. Major Modifications. Major modifications shall be reviewed using the same procedures applicable for new Planned Development Overlay applications set forth in SMC 10.24.060. Any modification that is not minor pursuant to subsection (A) of this section shall be considered "major." The City may specify additional criteria for determining whether a proposed modification is minor or major by requiring such provision in the PDP, but the criteria listed in this section cannot be modified or reduced by the PDP.

10.24.150 Reconstruction of Damaged Buildings or Improvements

Replacement or reconstruction of any buildings or improvements that have been damaged or destroyed within the Planned Development Overlay shall conform to the original PDP.

10.24.160 Appeal

Any final decision by the City Council made pursuant to this chapter may be appealed to the Yakima County Superior Court within 21 days from the date of

the decision being appealed, pursuant to Chapter 36.70C RCW, the Land Use Petition Act.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 10th DAY OF November, 2015.

_____
John Gawlik, Mayor

ATTEST:

_____
Dale Novobielski, City Clerk/Treasurer

APPROVED AS TO FORM:

_____
Robert F. Noe, City Attorney

Filed with the City Clerk: _____

Passed by the City Council: _____

Date of Publication: _____

Effective Date: _____

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

COUNCIL MEETING **INFORMATIONAL ITEM**

11/10/2015 P – 4A

Title: Planning Commission Minutes for October 20, 2015

Thru: Donald Wayman, City Administrator

From: Caprise Groo, Department Assistant

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Information Only

Background / Findings & Facts:

Information Only

Recommended Motion:

Information Only

City of Selah
Planning Commission Minutes
Of
October 20, 2015

Selah Council Chambers
115 W. Naches Ave.
Selah, Washington 98942

A. Call to Order – Chairman called the meeting to order at 5:34 pm.

B. Roll Call

Members Present: Commissioners Quinnell, Smith, Torkelson, Pendleton and Miller.
Staff Present: Tom Durant, Consultant, Caprise Groo, Secretary.
Guest Don Wayman, City Administrator.

C. Agenda Changes
None

D. Communications
1. Oral-

Mr. Eriekson approached the podium. He stated his address as 903 W Fremont. He wanted to define Spot Development. He stated that it meant taking a spot and developing it with no rules or regulations.

Chairman Quinnell asked if anyone else would like to speak about something not on the agenda.

2. Written - None

E. Approval of Minutes
1. October 6, 2015

Commissioner Smith motioned to approve the minutes.

Commissioner Torkelson seconded the motion.

Chairman Quinnell asked for a voice vote and the minutes were approved with a vote of 4-0.

F. Public Hearings

1. Old Business - 2015 Annual Urban Growth Area Plan Amendments:
Plan Amendment 2015-1; Carl & Candi Torkelson 905 W. Fremont MDR to HDR

Commissioner Torkelson recused himself.

Chairman Quinnell stated that the subject was left for clarification by Mr. Noe

Mr. Durant stated that the staff report was in the packet and a letter was received after the meeting. He stated that he redid the Recommended Findings and Conclusion and added some additional Findings. He explained that he understood that the Commission was concerned with not setting precedents. He stated that he went over them with the City Attorney. He revisited the sewer concern and stated the solution was to install a backwater valve. He explained that the permits for the property were issued properly and the building could be converted to something else. He read the finding

from 5-11. He explained that this would not set precedent. He stated that #11 allowed the Commissioners to use finding as controlling factors. (Findings Attached)

Chairman Quinnell asked if anyone had questions.

Commissioner Miller stated he did not see the need to change the zoning for one little home. He stated he would rather see the house move to another lot or taken out.

Commissioner Smith questioned #8 of the findings and asked if the "shall" should be changed to "will" in the second sentence. (Corrected Findings Attached)

Mr. Durant stated that it had passed muster.

Chairman Quinnell asked Mr. Durant for his definition of a Spot Development.

Mr. Durant stated that Spot Development was a new term that developed form Spot Zoning. Spot Zoning has been discouraged. He explained that it is a piece of property that has been zoned differently than everything else. The Zoning is solely for the property owner and is inconsistent with the Comprehensive Plan. He stated that this was not a zoning but a Comprehensive Plan Amendment and was consistent with The Comprehensive plan. He stated that he did not know if it could be called a Spot Zone or not.

Commissioner Miller discussed the driveway issue, the density issue and what is right and wrong.

Commissioner Smith stated that the issue was not a win-win issue and she saw both sides.

Commissioner Miller questioned why the permits were issued with that building to not be occupied. He stated that if the building had value it should be moved. He stated that it didn't make any sense to make the requested change. He stated that it seem like a gift.

Mr. Torkelson asked if he could address that comment.

Chairman Quinnell asked it Mr. Torkelson would like to speak on his own behalf. He invited him to the Podium.

Mr. Torkelson stated he was not asking for a gift, he stated he was asked for what staff and others talked about. He explained that the sewer line was not marked on the Title. He explained that it has taken time to resolve this issue. He stated that the Commission had its legal answer and the staff report.

Commissioner Smith asked if Mr. Torkelson understood the issue of an R-3 zone

Mr. Torkelson stated that he did understand the issue and agreed about not setting precedent. He stated that he would not do anything that was bad for the City. He explained that he was not the only one who would look at their title and not see the sewer line easement. He stated that this issue has been a hardship and has taken a lot of time to resolve. He explained that he did not think this situation would happen again. He stated that it was harder to rent little units. .

Commissioner Smith asked if he thought it would be worth it to rent the place.

Mr. Torkelson stated that he did. He stated that generally his target market was 3 bedroom 2 ½ bath and 15 to 18 hundred square feet. He stated that the big house on the property does not meet that.

Commissioner Smith asked Mr. Durant what steps would be in place to stop this from happening again.

Mr. Durant stated that permits would not be issued for a new building without the existing building being removed, at least not with a property this size. He stated that staff didn't know why that was done. He explained that with a bigger lot that works, but not with a lot this size.

Mr. Wayman stated that he would not sign off on something like that. He explained that it happened under a different

administration.

Chairman Quinnell asked if there was any other property in Selah that this had happened to.

Mr. Durant stated that he was not aware of any.

Mr. Wayman directed the question to Mr. Henne.

Mr. Henne stated that it was a different Planner and Administrator that was overseeing Planning when this current property permit in question came about. He explained he did not know how they got into the current position.

Discussion ensued about precedent, legalities and sewer lines.

Conclusion: in order to occupy/rent the little unit the change needs to be made.

Chairman Quinnell asked if the little unit would change structurally.

Mr. Torkelson stated that it would all be cosmetic changes. He discussed driveway changes.

Chairman Quinnell stated for the record that he did not like changing one piece of property and did not want to set precedent. He stated that this needed to be addressed with intelligences. He asked who was responsible for installing the backflow preventer.

Commissioner Miller asked about the sewer depth and grade.

Chairman Quinnell explained that side sewers and the main sewer line are two different things.

Mr. Henne stated that the sewer line was put in 50-60 years ago He explained that the side sewers were flat and the code stated that the fixture units below the next manhole needed protected with backflow prevention valves.

Commissioner Miller commented on notifying residents of the issue.

Chairman Quinnell stated that the little house didn't affect the issue.

Commissioner Miller declared that he needed to know this was not setting precedents.

Mr. Wayman stated that better records are being kept and he was confident this would not happen again.

Discussion ensued about precedent and this issue surfacing again.

Chairman Quinnell asked for a motion.

Commissioner Smith motioned to approve the findings and conclusion from the City with the word change in #8 from shall not to will not.

Chairman Quinnell stated the he did not feel that they were setting precedents but fixing something that needed fixed. He stated that he would like that written into the document somewhere.

Commissioner Miller stated he would allow the approval with great concern.

Mr. Durant stated that #11's wording would be changed to add "the Commission is willing to approve the amendment on the assurance that it will not set precedent anywhere in the City".

Chairman Quinnell clarified the conditions of changing shall to will and #11 changing so as not to set precedent.

Commissioner Miller seconded the motion

Chairman Quinnell asked for a voice vote and the motion was passed with a vote of 3-0.

New Business –Study Session-Design and Construction Standards and specifications for Public Works Improvements.

Mr. Durant explained that this was a Public Works document to provide standards for public and private projects. He stated that this was a study session and that they would like the Commissions thoughts on the subject.

Mr. Henne stated the he has put together Construction Standards for all aspects of a project. He stated it was a work in progress at this time and clarification on inspections vs testing. He asked for comments from the Commission.

Commissioner Smith asked if this is the first time this has been put in writing.

Mr. Henne stated the 10.50 is very limited. He stated that this document has more detail.

Commissioner Miller asked if this will detail what is wanted without negotiation.

Mr. Henne replied that there was some flexibility to allow standards to be modified. He stated that is what they do now but in writing.

Discussion ensued.

Mr. Henne stated he would like to get this to council. He stated he would like the Commissions Comments.

Discussion Ensued. Inspection fees, clarification for developers and costs.

Mr. Henne stated that there are some things that may cause problems, particularly asphalt. He stated that there would be more clarification on fees.

Discussion Community wells and leapfrog developments.

G. General Business
   1. Old Business – None
   2. New Business- None

H. Reports/Announcements
   1. Chairman
   2. Commissioners
   3. Staff

Mr. Wayman discussed Volunteer Park.

Commissioner Smith asked about meeting with the council at the next Council meeting and the time.

Mr. Durant clarified there would be a meeting November 3, 2015. This was due to the Council needing the minutes of this meeting.

Mr. Durant discussed the next meeting.

Mr. Wayman talked about 10.24 and the council meeting.

Mr. Henne clarified that the next time they would talk about the Development standards would be in December 2015.

Commissioner Smith clarified what the meeting on the November 3, 2015 would be about.

Mr. Durant stated that the only thing that might come up is a communication tower.

Discussion ensued.

Conclusion: the meeting on November 3, 2015 will be just to sign minutes.

Adjournment

Commissioner Miller motioned to adjourn the meeting, Commissioner Smith seconded the motion. Chairman Quinnell adjourned the meeting at 6:54 pm with a voice vote of 4-0.

Chairman