

SELAH CITY COUNCIL

6:30pm November 24, 2015



Selah City Council
 Regular Meeting
 Tuesday, November 24, 2015
 6:30pm
 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. G-Force Aerial Media
- 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
 - Andrew Potter a. Selah Downtown Association Monthly Report
- 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: November 10, 2015 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
- K. New Business
 - Joe Henne 1. Approval to seek Requests for Statements of Qualifications (RFQ)
- L. Old Business **None**
- M. Resolutions
 - Tom Durant 1. Resolution Approving the Preliminary Plat of “Speyers Court” (912.61.14-03) and Adopting Findings and Conditions of Preliminary Plat Approval

- Rick Hayes 2. Resolution authorizing the Mayor to sign a Law Enforcement Assistance Agreement relating to Communications between the City of Selah and Yakima County
- Rick Hayes 3. Resolution Authorizing the Mayor to Sign the Interlocal Correction / Detention Agreement with the Yakima County Department of Corrections for 2016
- Gary Hanna 4. Resolution Authorizing the Mayor to Sign an Intergovernmental Cooperation Agreement with Grant County Fire District #11

N. Ordinances

- Tom Durant 1. Ordinance Amending Ordinance No. 1634 Zoning Map Amendment No. 914.61.14-02 Rezone to Planned Development
- Tom Durant 2. Ordinance adopting 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2015-1 (Carl & Candi Torkelson) as recommended by the City of Selah Planning Commission
- Andrew Potter 3. Ordinance Establishing the 2016 Salary Schedule for Management, Confidential and Unrepresented Employees
- Dale N. 4. Ordinance Amending the 2015 Budget for Energy Conservation Improvements
- Dale N. 5. Ordinance Adopting the Budget for the City of Selah, Washington for the Year ending December 31, 2016

P. Reports/Announcements

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

Caprise Groo a. Planning Commission Minutes – November 3, 2015

Q. Executive Session

R. Adjournment

Next Study Session December 8, 2015
 Next Regular Meeting December 8, 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

11/24/2015 G – 2A

Title: Selah Downtown Association Monthly Report

Thru: Donald Wayman, City Administrator

From: Andrew Potter, Assistant to the City Administrator

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 is the Treasurer's report for November 2015

Recommended Motion:

N/A

Selah Downtown Association
Treasurer Report
11/9/15

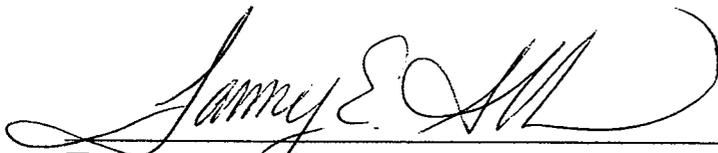
INCOME

Beg. Balance	\$16347.45
Shirt reimbursement	\$120.00
Total Income	<u>\$16467.45</u>

EXPENSES

Reimbursed expenses Barb for Fall Event	\$238.01
WA State Correctional Ind. Shirts	\$222.16
Reimbursed expenses Shawnee for Halloween	\$84.03
Total Expenses	<u>\$544.20</u>

CURRENT BALANCE ON HAND **\$15,923.25**



Tammy E. Allan, Treasurer SDA

11/9/15

Date



**CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY**



COUNCIL MEETING ACTION ITEM

11/24/2015

I – 1

Title: Approval of Minutes: November 10, 2015 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)

City of Selah
Council Minutes
November 10, 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 4:00pm.

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; Jim Lange, Deputy Fire Chief; Rick Hayes, Police Chief; Eric
Steen, Deputy 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

Council Member Smeback led the Pledge of Allegiance. Pastor Mark Flippin gave the prayer.

D. Agenda Changes

1. Remove from Agenda and postpone to November 24, 2015 meeting:
 - a. Resolution M – 2: Resolution Approving the Preliminary Plat of “Speyers Court” (912.61.14-03) and Adopting Findings and Conditions of Preliminary Plat Approval
 - b. Ordinance N – 2: Ordinance Amending Ordinance No. 1634 Zoning Map Amendment No. 914.61.14-02 Rezone to Planned Development
 - c. Ordinance N – 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

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

F. Getting To Know Our Businesses

Ginger Tyler, Farmers Insurance, approached the podium and addressed the Council. She said that she owns two businesses, the first of which is Selah Insurance Services. She spoke briefly about some of the services they offer, including retirement and 401K packages, before speaking about her second business, Metabolic Makeover Solutions. She talked about the personal journey that led to her opening it, adding that they have helped roughly seven hundred people now. She ended by mentioning her husband's business, the Pastime, and how they've used the facility to hold events for the community, such as a breast cancer event and the Community Days street dance.

G. Communications

1. Oral

Mayor Gawlik opened the meeting.

Tammy Allen and Karianna Gravrock, Selah Downtown Association (SDA), approached the podium and addressed the Council.

Ms. Allen thanked the council for being the primary funding source for the SDA, briefly describing what the group has done over the last three years to become a nonprofit organization and part of the Main Street program, as well as the branding being worked on. She requested that the City keep them as a line item in the budget, adding that they could do a dollar for dollar credit, up to seventy-five percent, off the Public utilities tax for monies given to the SDA.

Ms. Gravrock talked about what a great vehicle the SDA is for the community and local businesses, allowing them to put their stamp on the community and keep tax monies in Selah rather than sending them to the State. She expressed her thanks to Mayor Gawlik for his original vision of the committee that became the SDA, adding that they are continuing to look forward to things such as planter boxes designed like fruit bins and signs to direct people to places in Selah.

Council Member Sample noted that they have a certain amount of pledges, and asked what the outlook was for the next couple of months.

Ms. Allen responded that they recently met with a group of business leaders at Nana Kate's, where they had a CPA to address questions and concerns. She added that all those people will be invited again in January to come and be helped to sign up for it, as they have to complete process under own tax code.

Council Member Sample commented that, if City was to pledge certain utility taxes, they would receive a seventy-five percent credit the following year, and that it was an alternative to making a fifteen thousand dollar donation to the SDA.

Ms. Allen stated that the City of Yakima's downtown association, appointed within two months of when Selah was, is funded by that city's earmarked funds.

Council Member Sample said that it could be any dollar amount.

Ms. Allen pleaded with Council to keep them in the budget, saying that they have been good stewards of the funds given them the past three years.

Council Member Tierney inquired if they had plans for a Welcome to Selah sign.

Ms. Allen replied that their money is mainly to be spent in the City core, although that doesn't mean can't spend elsewhere, but their first priority is to pay for an executive director.

Council Member Tierney asked if they had been working on a sign.

Ms. Gravrock responded in the affirmative, saying that they had Arnett Muldrow come into town to capture their identity, help figure out what a sign should look like, and create a master plan for the organization. She noted that they have a solid foundation for ideas of what will happen in future.

Council Member Williams wondered if the master plan could be made available for then to look at.

Ms. Gravrock responded in the affirmative, remarking that a portion of the master plan was presented at a meeting held at the Civic Center.

Council Member Williams asked if they got back to the SDA with a full plan.

Ms. Gravrock replied that they have everything back from them now, and that Assistant to the City Administrator Potter could provide the plan to Council.

Council Member Williams felt it would be beneficial for the decision-making body to view the plan before making a decision.

Barb Petrea approached the podium and addressed the Council. She talked about her opportunity to donate to the SDA, which she was a little apprehensive about at first, and how she was given the opportunity to serve on the organizational committee and see where her money went

Wayne Petterson, Selah Kiwanis, approached the podium and addressed the Council. He stated that he was there to urge the Council not to gift the SDA another fifteen thousand dollars until they understand what the organization is doing and where the money has gone. He commented that he's checked the IRS tax codes, which say that any citizen has right to ask where all money was spent for a 501c3.

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 Smeback 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: October 27, 2015 Study Session & Council Meeting
- * 2. Approval of Claims & Payroll:
 - Payroll Checks Nos. 79098 – 79124 for a total of \$230,324.50
 - Claim Checks Nos. 66659 – 66734 for a total of \$250,079.02
- * 3. Resolution M – 1: Resolution authorizing the Mayor to sign an Information Technology Services Interlocal Agreement with the City of Yakima, a municipal corporation

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

J. Public Hearings

- 1. Public hearing to discuss the proposed 2016 budget for the City of Selah

Clerk/Treasurer Novobielski addressed J – 1. He said that Council held budget meetings during the third week of October to discuss the 2016 proposed budget in detail, and reviewed a one-page handout provided on the highlights of said budget. He noted that the financial impact for minimal consumption at a residence would increase by a total of two dollars and twenty cents, while winter consumption costs would be an additional two dollars and sixty-eight cents.

Mayor Gawlik asked the Council if they had any questions.

Council Member Ritchie inquired if the six hundred thousand starting figure for the General Fund in the Preliminary budget was revenues or reserves.

Clerk/Treasurer Novobielski replied that the amount is carried over from one year to the next, like a savings account.

Council Member Ritchie requested that he confirm that the City's expenditures will be less than their revenues.

Clerk/Treasurer Novobielski responded that it's the other way around for the next year; he projected that they will end 2016 with four hundred fifty-six thousand in the General Fund.

Council Member Ritchie observed that the fund on page nine has a larger ending balance.

Clerk/Treasurer Novobielski replied that all funds combined would spend thirty-two thousand less than they receive.

Council Member Ritchie asked if this included the one percent property tax increase, and what would happen if they didn't approve it.

Clerk/Treasurer Novobielski responded that the increase is only fourteen thousand seven hundred twenty-two dollars.

Council Member Ritchie felt that he made it sound like a lot more. She asked if the item later on the agenda was the total levy.

Clerk/Treasurer Novobielski replied that it's the total levy not just the increase.

Council Member Tierney requested that he explain the garbage rates issue.

Clerk/Treasurer Novobielski said that, for the third year in a row, they aren't asking for a rate increase in operating costs, although there will be an increase for contract services to pick up the garbage.

Council Member Overby wondered if they had enough reserves to cover that.

Clerk/Treasurer Novobielski replied that they have a fund balance of four hundred fifty thousand dollars, and he would rather spend down the balance than pass along the increase to ratepayers.

Council Member Tierney asked if only place they can spend that money is in that fund.

Clerk/Treasurer Novobielski responded in the affirmative.

Council Member Sample asked if they had water and sewer reserves too.

Clerk/Treasurer Novobielski replied in the affirmative, but added that those funds are earmarked for long-term capital improvement programs to update and replace parts of the aging system. He stated that Public Works Director Henne works with the City's engineering firm to schedule those out, and their recommendation for maintaining an adequate fund balance projects an ongoing three to four percent annual increase.

Council Member Sample remarked that increases are a little touchy because of other taxes already put on there.

Clerk/Treasurer Novobielski commented that he remembered one year with a water rate increase of thirty percent, because the City had foregone increases for several years.

Council Member Sample said that the ordinary person gets their bill and wants to know what's going on.

Clerk/Treasurer Novobielski remarked that he had a call earlier that day about the bond utility tax, which is anticipated to be removed in five to six years.

Mayor Gawlik observed that refinancing the loan saved taxpayers two hundred forty-five thousand dollars in interest payments.

Public Works Director Henne noted that the City reduced water and sewer rates two years ago.

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

2. Public Hearing on Chapter 10.24 of the Selah Municipal Code “Planned Development Overlay (PDO) District”

Community Planner Durant addressed J – 2. He said that this is the public hearing of the Planning Commission’s recommendation for the proposed Chapter 10.24, to replace the previous chapter repealed last May, and that Council is familiar with the Ordinance from recent study sessions.

Mayor Gawlik opened the Public Hearing.

Wayne Worby, 200 Weems Way, approached the podium and addressed the Council. He stated that it has been a journey with the rewrite; although he feels that much of what was in the previous one was still there, and will result in the same quagmire. He noted that the Hearing Examiner, when asked about the matter by Council recommended listening to the people’s wishes on the matter, which he felt weren’t taken into consideration. He remarked that the current verbiage still contains language that will allow a developer to walk all over it, such as no minimum lot sizes, and that the final copy wasn’t available on the City’s website.

Council Member Overby inquired if the final copy was part of the packet.

City Administrator Wayman responded in the affirmative.

Mr. Worby said he couldn’t get a final copy.

Executive Assistant Lake stated that the packet was posted online by five pm Friday.

Mr. Worby reiterated that it was not available on the website.

City Administrator Wayman told him it was there.

Mr. Worby again insisted that it wasn’t. He asked why there was no minimum PDO or lot size, why they would allow private streets, and why there was no definition of a lot. He felt that, by allowing forty percent to be multi-family, it would allow developers to put multi-family dwellings in an R-1 zone, which is inconsistent with the Growth Management Act (GMA).

Diane Underwood approached the podium and addressed the Council. She said that she will be a Council Member as of January, and that she feels the matter should be shelved until 2016 so that the new council can decide whether to put the proposed Chapter into the Municipal Code.

Mayor Gawlik responded that every Council has the unfortunate experience of dealing with decisions made prior to them, and that their job is to work with what was handed off or attempt to change it for the better. He noted that, no matter what they decide, it won't make everybody happy.

Sherry Raymond approached the podium and addressed the Council. She asked that the Council question any wording that isn't specific prior to passing it, and noted that she was unable to find the document on the website as well.

Mayor Gawlik responded that one thing not mentioned regarding verbiage is that, regardless of what the Council may pass as rule-making body, there is one word still in the codebook called variance. He noted that someone requested one would have to show either Hearing Examiner or Council that their request is justified, but there's nothing in the Code that cannot be challenged.

Bruce Williams approached the podium and addressed the Council. He said that, to him, the PDO reminds him of the statement of having the wool pulled over their eyes, and that it's deceiving people so they don't get a clear picture of what's behind the overlay. He felt the document was filled with statements he can't understand, errors people could take exception with, and concepts not supported by good planning practices. He stated that the proposed chapter gives developers the go ahead to build anything, anywhere they want, and recommended that Council get more input from citizens.

Mayor Gawlik commented that the Council isn't trying to be deceitful, and that everyone at the table has not overtly or covertly done anything to try to deceive or support any special interests in this city.

Mr. Williams felt that the document doesn't let people know what's going on.

Shirley Johnson-Hoy approached the podium and addressed the Council. She said that she wanted to let Council know that most people she's talked to are against the PDO, especially schoolteachers, and that she feels the majority of the community isn't happy with how it's written. She urged the Council to seriously consider it, as they are there to protect the citizens.

John Teske approached the podium and addressed the Council. He read aloud from section b of the proposed chapter, saying that he would struggle with developing a property under this, and that the new document is kind of a mess.

Bettie Waites approached the podium and addressed the Council. She said that her mother lived at 803 West Bartlett Avenue, in a high-density area, and that she doesn't think townhouses and so forth are right. She thought that they would be making a mistake with the proposed chapter, hoped Council would postpone the matter, and give it some serious thought.

Seeing no one else rise to speak, Mayor Gawlik closed the Hearing.

Community Planner Durant clarified that there are two kinds of modifications, major and minor, and that a major one requires the developer to go back through the entire process. He noted that private road setbacks would be from the private road to the property line.

K. New Business **None**

L. Old Business **None**

M. Resolutions

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

N. Ordinances

- 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

Clerk/Treasurer Novobielski addressed N – 1. He said that the Ordinance sets the new tax levy for 2016 at one percent of that for 2015, which would be a six-cent increase per thousand. He noted that Selah currently has a combined tax rate of twelve dollars and twelve cents, although the City itself only receives about one fifth of that amount.

Council Member Smeback wondered what the County cost per thousand is.

Clerk/Treasurer Novobielski responded that he didn't have those numbers readily available, but he thought it was very close.

Council Member Overby moved, and Council Member Williams seconded, to approve the 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. 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 Amending Ordinance No. 1634 Zoning Map Amendment No. 914.61.14-02- Rezone to Planned Development~~
- 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~~

4. Ordinance adopting Chapter 10.24 of the Selah Municipal Code “Planned Development Overlay (PDO) District”, providing for severability and establishing an effective date

Community Planner Durant addressed N – 4. He stated that this Ordinance would adopt the new PDO.

Council Member Ritchie asked if their proposed changes were added to it.

Council Member Williams wondered if they could make a motion to delay a vote until 2016.

City Attorney Noe responded that a member could do so, and that Council could vote on it if someone seconds the motion.

City Administrator Wayman suggested that they vote on any amendments first, then vote on the matter itself, and do a vote to table it to a later date last.

Council Member Ritchie moved, and Council Member Williams seconded, to postpone a vote on the Ordinance adopting Chapter 10.24 of the Selah Municipal Code “Planned Development Overlay (PDO) District”, providing for severability and establishing an effective date, until 2016.

Council Member Williams asked if they could clarify that it be voted on after the City has a new planner.

Mayor Gawlik replied that they cannot dictate that.

City Administrator Wayman remarked that a new planner would be working with him and that said person would not alter the document significantly. He felt that the idea of a new planner making changes was an insult to both himself and Community Planner Durant.

Council Member Smeback said that, in his ten years on Council, he’s found that those who serve on either Council or the Planning Commission get a good education on how the City works that cannot be had by sitting in the audience and reading documents. He stated that the repealed Chapter 10.24 was bare bones, and that the new proposal really tightens things down. He noted that Planned Developments are tricky but needed in the community, and that as a Realtor it is mind-boggling for him the hurdles a developer has to go through to do one. He commented that it does no good for him to vote in the Ordinance as an outgoing Council member, and that he supports additional public input and allowed the incoming Mayor and Council to tackle the matter in 2016.

Council Member Overby felt this was a stalling tactic to postpone the matter indefinitely, and that it’s a waste of his time to keep kicking the matter around without making a decision on it. He said he would prefer to make a decision today and move on with life

Council Member Williams understood where he was coming from, but added that she would have to vote no if they took a vote on it that night. She stated that she didn’t feel comfortable voting for the PDO as it currently reads, as she has found many discrepancies in it, and thinks it needs more time.

Council Member Overby responded that it sounds like she knows which way she’d vote.

Council Member Williams replied in the affirmative.

Council Member Smeback commented that he simply feels it needs a bit more work done on it.

Council Member Ritchie remarked that she would like to pass a PDO, but if they voted on the matter that night, she would vote no due to having at least five pretty significant issues that need to be dealt with. She didn't think that postponing it would keep it from ever passing, and that it needs additional tweaking and no discrepancies.

Council Member Sample felt that the City needs a PDO. He said that what they repealed wasn't much of an ordinance, and that he doesn't think this is perfect but it's a lot better than what they had.

Council Member Tierney said that he is pro-development, as it's good for the community and good for the neighborhoods, and that he has no objection to sitting down with the new Council to address issues with the proposed PDO.

Roll was called: Council Member Overby – no; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – no; Council Member Williams – yes; Council Member Ritchie – yes. Motion passed with four yes votes and two no votes.

Council Member Tierney asked that city staff provide the Mayor Elect and new Council Members with copies of all documents relating to Chapter 10.24, so they can get up to speed.

City Administrator Wayman agreed to the request.

O. Reports/Announcements

1. Mayor

Mayor Gawlik expressed his thanks to the voters for passing the pool levy; the Selah Park & Recreation Service Area Board (SPRSA) involved the community and various stakeholders in the project and he thinks the community will receive a great product. He offered his thanks to those who supported him through the past four years, saying that it has been an honor and privilege to serve as mayor. He noted that, due to observance of Veteran's day tomorrow, there will be no Selah Sunrise Meet & Greet.

2. Council Members

Council Member Ritchie said that she knows City staff and the Planning Commission spent a lot of time on the rewrite of 10.24, as she did, and that after reading through the public comments she felt a lot of them were addressed in the final draft. She expressed her appreciation for the time spent on the matter, saying that the reason she wanted to postpone was that she doesn't want to vote on something that has errors or issues.

Council Member Overby commented that, to him, the decision made today means that a new PDO chapter will never see the light of day, and they will be spending the foreseeable future looking for a

version that makes everyone happy while having no version for developers to use. He hoped that the new Council Members would make a decision on the matter.

Council Member Sample suggested donating to the SDA using utility taxes, saying that if the City gives twenty thousand they would receive a fifteen thousand dollar credit the following year.

Clerk/Treasurer Novobielski responded that he would talk with the State Auditor about it, as he has concerns about a donation coming from the utility fund.

City Administrator Wayman said they'd do it if it makes sense.

Mayor Gawlik commented that it was a pretty much unanimous decision during the budget review not to include that fifteen thousand like they had the previous three years, which is why the item wasn't included in the proposed 2016 budget.

Council Member Tierney disagreed with Council Member Overby about the 10.24 rewrite, saying that he feels the new Council will be able to get it accomplished in short order. He expressed his appreciation for the work City Administrator Wayman and Community Planner Durant have put into it.

Council Member Smeback said that it was nice to see all the election signs down.

Council Member Tierney asked for a show of hands from veteran in the audience, noting that tomorrow is Veterans Day. He thanked each and every one for their service to their country.

Council Member Williams gave her thanks to City Administrator Wayman, Community Planner Durant, and Public Works Director Henne for their input on the PDO, adding that she will pass her notes along to City Administrator Wayman. She encouraged her fellow Council Members to give him a heads up regarding any issues, to speed the process up. She congratulated those elected to office, saying that it gelled the community together to feel they had so many well-qualified candidates.

3. Department

Public Works Director Henne said that they are getting ready for winter, and doing work on the Civic Center to take out the carpet.

Council Member Tierney asked if the DOT has plans to put in a crosswalk at Southern Avenue and South First Street because of new developments.

Public Works Director Henne responded in the negative, adding that the State isn't big on unsignalized crosswalks; they requested that the City take out the crosswalks on Bartlett and Home Avenues when the roads were restriped.

Council Member Tierney stated that there have been some close calls down there.

Council Member Williams commented that there are no streetlights on the west side of that same intersection, although people use that trail in the winter and at night.

Mayor Gawlik wondered where the county line was in that area.

Public Works Director Henne responded that Owen's is part of the County, and that he will check to see if a light can be put at Brian Harris's.

Clerk/Treasurer Novobielski said that the County's tax rate is twelve dollars and twenty-one cents, while the City's is twelve dollars and twelve cents, as a County resident has to pay into the County road fund and to Fire District #2.

Administrative & Marketing Specialist Tait said that they are removing the carpet from the senior room; they have estimates out and hope to quickly replace it.

Recreation Manager Brown said that he received an email this afternoon notifying him that the State has signed the agreement for Volunteer Park, and are sending them the start work notice.

Assistant to the City Administrator Potter said that he was appointed as the Civil Service secretary/examiner early last week, and that they are working on a replacement for retired Officer Martin's position. He noted that he is also working on a salary Ordinance per City Administrator Wayman's request, to approve salary figures for non-represented employees.

City Administrator Wayman requested an update on the search for a new planner.

Assistant to the City Administrator Potter stated that he has received five applications for the position, and that after some discussion with the City Administrator, Public Works Director, and Community Planner it was decided to reopen the posting and gather a few more names before proceeding.

Council Member Williams asked where it would be posted.

Community Planner Durant replied that it would be posted on the APA, a nationwide organization.

Police Chief Hayes said that they will be doing a physical ability test on the 21st, and the written on December 4th, and that he hopes to do the oral exams the week of the 11th. He added that they are looking at entry level, but also compiling a lateral list as there are some potential retirements down the road. He commented that the Citizens Academy will run from February through April, and that they've chosen the next Chief for a Day.

Community Planner Durant said that the Planning Commission would start reviewing chapters of the Comprehensive Plan update next week, which he intends to have online for the public to view as well. He remarked that he had a meeting with the County and several other City planners today, and the County representatives reminded him they are looking for cities to enter into an interlocal agreement regarding urban growth development.

Mayor Gawlik observed that the County has stated that Selah and other cities have too much real estate in their proposed or existing Urban Growth Areas.

Community Planner responded that the State is also pushing for it, and that the trend seems to be not wanting urban growth areas to grow.

Public Works Director Henne commented that they are concerned about the strip beyond Harrison Road; they're asking for a capital facilities plan to show how the City plans to service things in the urban growth area.

Community Planner Durant agreed that they should have a capital facilities plan in place.

City Administrator Wayman commented that the City is looking into partnering with the Firing Center, and that their Public Works facilities might contribute to an expansion.

City Administrator Wayman said that he'd like to take moment to thank the entire staff. Public Works Director Henne is doing excellent work down at Public Works, working on Volunteer Park, the Civic Center proposals, and the everyday grind. Clerk/Treasurer Novobielski has been crunching numbers like crazy for the last couple months; Administrative & Marketing Specialist Tait has taken on a new job with lots of responsibilities and has done very well; Recreation Manager Brown has been the prime mover with Volunteer Park, and shown good leadership with parks and recreation, and the pool; Assistant to the City Administrator Potter has been assigned new work as the Human Resources director, and is really starting to shine; Police Chief Hayes has all sorts of things going on, some of which are confidential, but is doing good things for the community; Community Planner Durant has really risen to the occasion with numerous projects, including a great job with the revision of 10.24; and he also wished to recognize Public Works Assistant Groo and Executive Assistant Lake, who put together the packets and deal with numerous records requests among their other responsibilities.

City Attorney Noe had no report.

4. Boards

a. Planning Commission Minutes – October 20, 2015 Meeting

P. Executive Session

Q. Adjournment

Council Member Sample moved, and Council Member Ritchie seconded, that the meeting be adjourned. By voice vote, approval was unanimous.

The meeting adjourned at 6:26 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
11/24/2015 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

11/24/2015 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: see budget

Funding Source: see budget

Staff Recommendation:

Approve Ordinance.

Background / Findings & Facts:

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

Recommended Motion:

N/A



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



COUNCIL MEETING ACTION ITEM

11/24/2015 K – 1

Title: Approval to seek Requests for Statements of Qualifications (RFQ)

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Authorization to request RFQ from architectural firms and negotiate an architectural services agreement

Background / Findings & Facts:

Staff asks council for authorization to request RFQ from architectural firms and negotiate an architectural services agreement to design a new Civic Center and City Hall/Police Station. Staff will return a negotiated a contract to Council for approval.

Recommended Motion:

To authorize staff to proceed with selection of an architectural design firm.



**CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY**



COUNCIL MEETING ACTION ITEM

11/24/2015 M – 1

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.](#)

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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 24, 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 24th 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.

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

<u>Exhibit</u>		<u>Page</u>
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

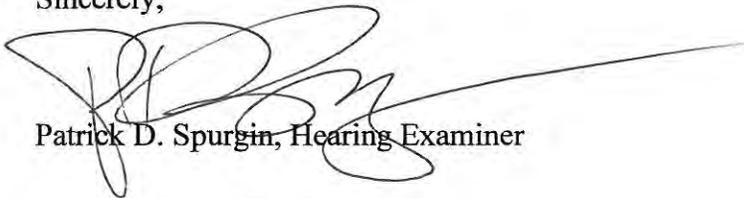
Mr. David Kelly, City Administrator
City of Selah
115 West Naches Avenue
Selah, WA 98942

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



**City of Selah, Washington
Office of the Hearing Examiner**

Application for a Rezone and Preliminary Plat)	Selah File Nos. 912.61.14-03; 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 providing 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 use 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. 912.61.14-03 and 914.61.14-02), should be DENIED.

DATED THIS 14th DAY OF AUGUST, 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.

<u>Lot Sizes</u>	<u>Lot Area</u>
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.



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).

<u>Direction:</u>	<u>Zoning:</u>
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.



CITY OF SELAH

APPLICATION FOR ZONING CODE AMENDMENT
APPLICATION REQUIREMENTS

Date Submitted/Received By

- Non-Refundable Application Fee 1-29-2014
- 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

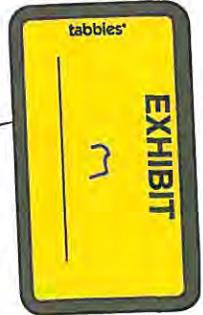
Selah, wa 98942
Carl Torkelson Candi R Torkelson
Signature

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: _____

Carl Torkelson Candi R Torkelson
Signature
TELEPHONE: WORK 509-697-3305 Cell- 509-945-0133 HOME 509-697-3301



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
DATE FEE PAID: 3-21-2014

SEPA: 971.61.14-03
REC'D BY: [Signature]

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: _____

TELEPHONE: WORK: _____ HOME: _____

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

ADDRESS: _____

TELEPHONE: WORK: _____ HOME: _____

ZONING CLASSIFICATION: EXISTING R-2, PROPOSED PD

COMPREHENSIVE PLAN DESIGNATION: MODERATE DENSITY RESIDENTIAL

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





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: [Signature]
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):



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**
13. Taxation parcel numbers(s): **Speyers Rd See plat map for more info**
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 filling 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

- shrubs
- 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? *N/A*
- 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 families*
- j. Approximately how many 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: *N/A*

9. Housing

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



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!

REZONE APPLICATION- FINAL DEVELOPMENT PLAN AND PROGRAM

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Builder reserves the right to change floor plan or elevations





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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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Cell: (509) 961-7656

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

3 STORY (single view)



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

Builder reserves the right to change floor plan or elevations



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

3 STORY (street view)



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

Builder reserves the right to change floor plan or elevations

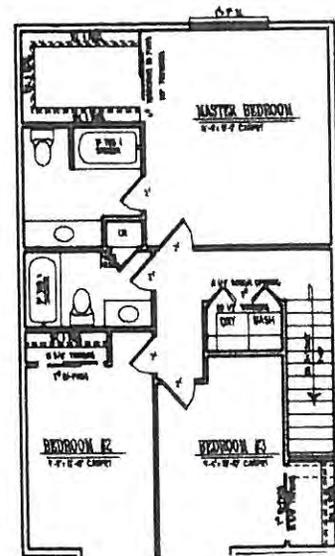
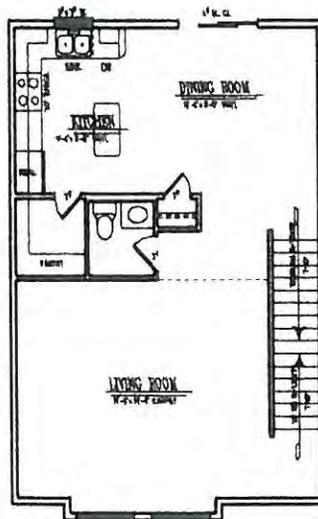
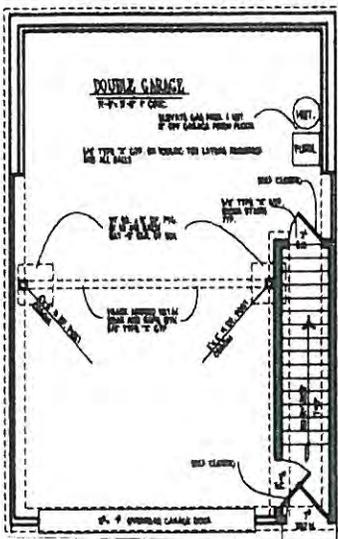
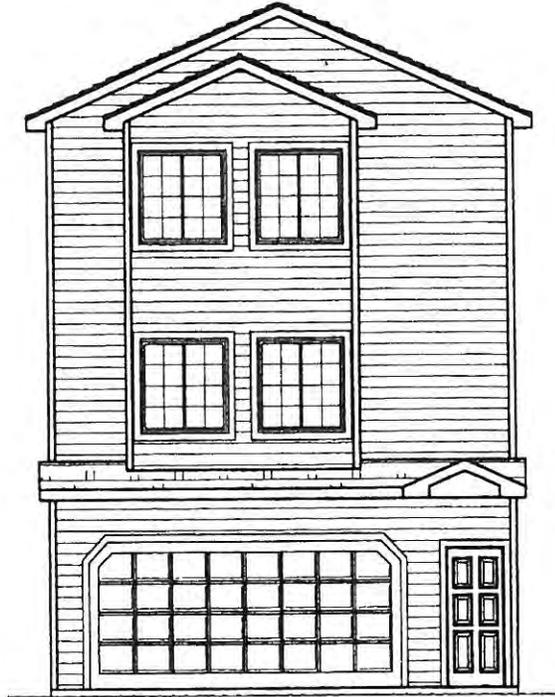


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Why Pay \$1000's More? Buy Builder Direct!

3 STORY (renderings)



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

Builder reserves the right to change floor plan or elevations



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torkelson@fairpoint.net

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

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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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Builder reserves the right to change floor plan or elevations



P.O. Box 292
Selah, Washington 98942
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Cell: (509) 961-7656

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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)

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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.



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 lot. 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 Owners' 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 than 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 lot to 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 walls, 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 and 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 either 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 setting 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 sale 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 set 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 other 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 cirony 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 rights 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 part 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 shall 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 plaquered 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 Lot. 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 lot 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 or 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 damaged 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 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 on 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 lot 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 FHA/VA 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)

County of Yakima)

: ss.

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

Washington.

Print name _____
Notary Public in and for the State of _____

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)

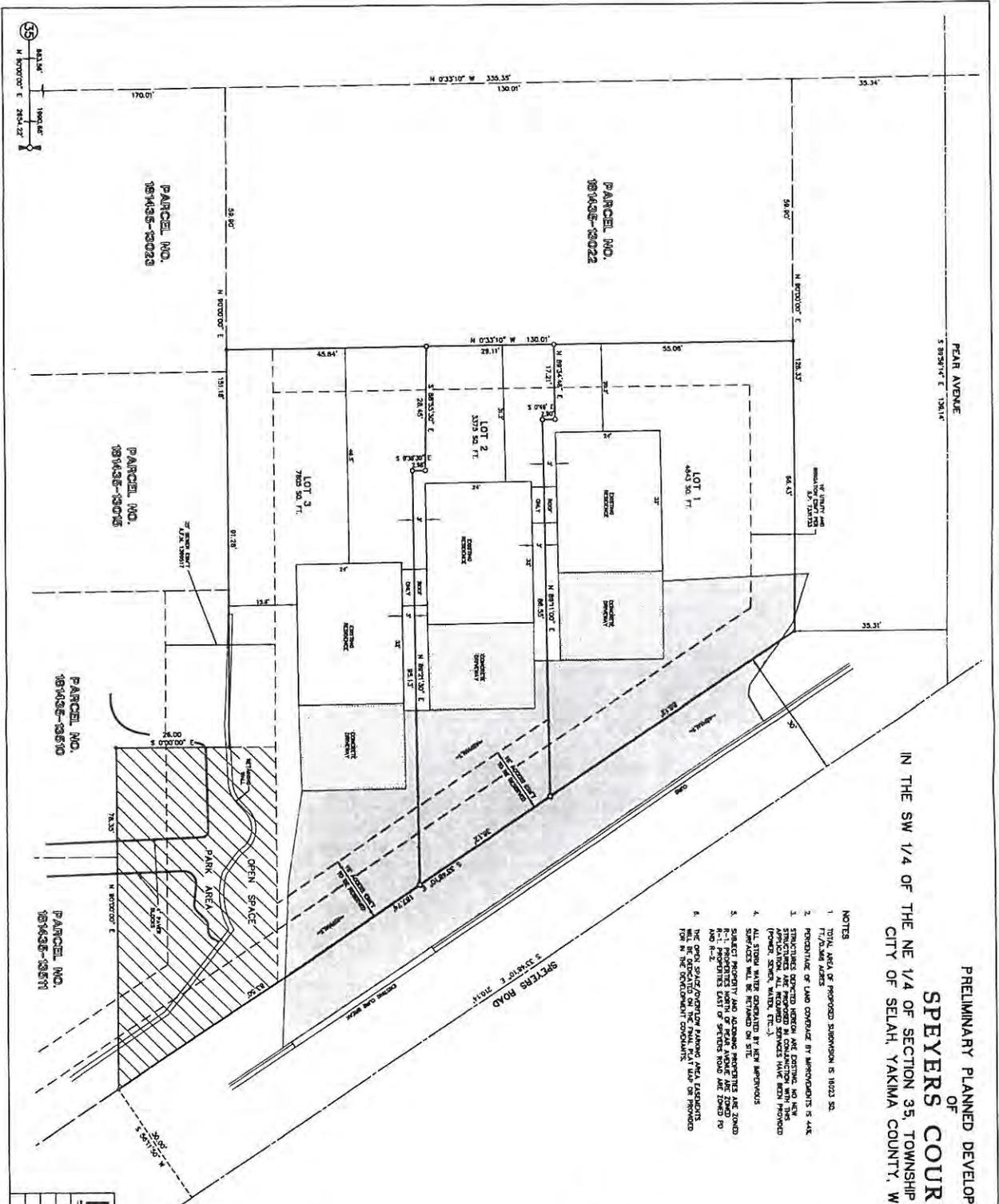
County of Yakima) : ss.

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

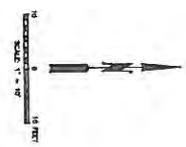
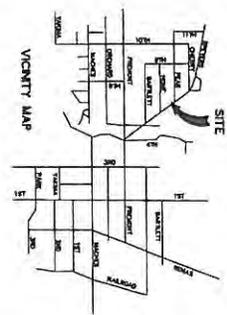
Print name _____
Notary Public in and for the State of Washington.
My appointment expires: _____
Residing at _____

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 18023 SQ. FT./ACRES APPROX.
 2. PERCENTAGE OF LAND COVERED BY IMPROVEMENTS IS 44%.
 3. STRUCTURES SHOWN HEREON ARE EXISTING AND NEW. STRUCTURES ARE PROPOSED IN CONJUNCTION WITH THIS PROJECT. (POWER, WATER, ETC.).
 4. ALL STORM WATER GENERATED BY NEW IMPROVEMENTS SHALL BE RETAINED ON SITE.
 5. SUBJECT PROPERTY AND ADJACENT PROPERTIES ARE ZONED R-1. PROPERTIES EAST OF SPEYERS ROAD ARE ZONED R-2.
 6. THE OPEN SPACE/CONCRETE DRIVEWAY ARE ZONED FOR R-1 AND DEVELOPMENT COORDINATE.

LEGAL DESCRIPTION
 LOT 1 OF THAT CERTAIN SHORT PLAT RECORDED UNDER MOTORS FILE NO. 231713, RECORDS OF YAKIMA COUNTY, WASHINGTON.



LOT	AREA (SQ. FT.)	PERCENTAGE (%)	TOTAL AREA (SQ. FT.)
1	4443	24.65	18023
2	3339	18.53	18023
3	7103	39.42	18023

PLSA
 PRELIMINARY PLANNED DEVELOPMENT
 ENGINEERING - SURVEYING - PLANNING
 1700 WEST LINCOLN AVENUE
 YAKIMA, WASHINGTON 98902

SURVEYOR/ENGINEER
 DANIEL J. TORRESON
 LICENSE NO. 10000
 YAKIMA, WASHINGTON 98902

OWNER/DEVELOPER
 TORRESON CONSTRUCTION
 1700 WEST LINCOLN AVENUE
 YAKIMA, WASHINGTON 98902

DATE 2/18/2014
SCALE 1" = 40' (AS SHOWN)
PROJECT TORRESON CONSTRUCTION
FILE NO. 14036



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





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:





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





**CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY**



COUNCIL MEETING ACTION ITEM

2/17/2013 M – 2

Title: Resolution authorizing the Mayor to sign a Law Enforcement Assistance Agreement relating to Communications between the City of Selah and Yakima County.

Thru: Donald Wayman, City Administrator

From: Richard Hayes, Chief of Police

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: There is a 3% increase for 2016, bringing the total annual cost to \$46,129.52.

Funding Source: 001-000-021-521-20-51-01

Staff Recommendation:

Approval

Background / Findings & Facts:

The Yakima County Sheriff's Office currently provides 24-hour dispatching services, telephone services, radio communications, ACCESS service, and confirms Selah's arrest warrants.

Recommended Motion:

Approve the Resolution

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the Mayor to sign a Law Enforcement Assistance Agreement relating to Communications between the City of Selah and Yakima County.

WHEREAS, the City of Selah Police Department requires dispatch services 24 hours a day in order to effectively provide police response to the citizens of Selah;

WHEREAS, Yakima County has a communication center with sufficient telephone, radio communication, and staff to provide the City of Selah with dispatch services during the hours in which the City has no law enforcement radio personnel on duty; and,

WHEREAS, the City of Selah and Yakima County wish to enter into an agreement concerning dispatch services and they can do so in accord with the Interlocal Cooperation Act, RCW 39.34.080;

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

The Mayor is authorized to sign a Law Enforcement Assistance Agreement relating to Communications between the City of Selah and Yakima County.

PASSED this 24th day of November, 2015.

John Gawlik, Mayor

ATTEST:

APPROVED AS TO FORM:

Dale Novobielski, Clerk/Treasurer

Robert F. Noe, City Attorney

RESOLUTION NO. _____

YAKIMA COUNTY SHERIFF'S OFFICE



BRIAN WINTER, Sheriff

P.O. BOX 1388, YAKIMA, WASHINGTON 98907

TELEPHONE (509) 574-2500
Toll Free 1-800-572-0490

DATE: November 5, 2015
TO: Chief Rick Hayes
FROM: Sheriff Brian Winter
SUBJECT: 2016 Communications Services

Enclosed are three copies of your 2016 Law Enforcement Assistance Agreement Communications contract with the Yakima County Sheriff's Office. The contract reflects a three percent (3%) increase for services for 2016.

We value our partnership with the City of Selah and take pride in the quality of law enforcement communication services we provide.

Please sign and return all three originals. After the contract completes the signature process, an original contract will be returned to you.

If you would like to discuss any aspect of this contract please contact me at 728-4553.

Sincerely yours,

A handwritten signature in blue ink that reads 'B. Winter'.

Brian Winter
Sheriff

BW/mb

LAW ENFORCEMENT ASSISTANCE AGREEMENT

COMMUNICATIONS/2016

THIS AGREEMENT is entered into by and between the Yakima County Sheriff (hereinafter referred to as the Sheriff) and the City of Selah (hereinafter referred to as the City), to become effective on January 1, 2016.

IN CONSIDERATION of the mutual promise contained herein, the parties hereto do mutually agree as follows:

1. PURPOSE:

It is the purpose and intent of this agreement that the Sheriff, by and through his communications center, shall provide telephone, radio communication, and access service for the City during hours in which the City has no law enforcement radio personnel on duty.

2. AUTHORITY:

This agreement is entered into pursuant to the authority granted in RCW 39.34.080, the Interlocal Cooperation Act.

3. DUTIES OF THE SHERIFF:

It shall be the duty of the Sheriff to provide and make available phone and radio communication personnel and equipment sufficient to enable it to answer and relay all phone and radio communications for the city twenty-four hours a day.

The Sheriff will follow the City's alarm response policy and only confirm misdemeanor warrants with the City's contract jail.

4. DUTIES OF THE CITY:

It shall be the duty of the City to provide an open phone line capable of switching incoming calls to the City to the phone system of the Sheriff during hours when the City has no dispatchers on duty. The City shall also have radio equipment capable of receiving radio communication from and sending radio communication to the Communication center of the Sheriff. The City shall provide all codes and necessary data, in writing, to meet standards for entry into WACIC/NCIC.

5. PAYMENT:

For the services provided by the Sheriff, the City shall pay the Yakima County Sheriff's Office a quarterly fee of eleven thousand five hundred thirty two dollars and thirty eight cents (\$11,532.38), for an annual cost of forty six thousand one hundred twenty nine dollars and fifty two cents, (\$46,129.52).

The Sheriff shall bill the City on a quarterly basis with statements being sent to the City by the 10th of the month succeeding each quarter. Such statements will be payable by the end of the month in which they are received.

6. TERM:

The term of this agreement is January 1, 2016 through December 31, 2016.

7. MODIFICATION:

This contract may be modified only by written agreement of the parties.

8. TERMINATION:

This contract may be terminated only upon ninety days written notice by either party to the other, and then only because of a breach of the agreement or because the recited purpose of the contract becomes inapplicable.

9. PARTIES:

Both parties hereto shall carry out their responsibilities hereunder as independent agencies and neither, by virtue of this contract, shall be regarded as an agent of the other.

10. DISCLAIMER OF LIABILITY AND HOLD HARMLESS:

The City agrees to save and hold harmless the County from all claims and actions for liability arising from unlawful arrest, unlawful imprisonment, or any other claim resulting from the City's warrants being entered into WACIC/NCIC.

Yakima County disclaims responsibility for malfunctions of the WACIC network and failure to enter or remove warrants, except for claims resulting directly from the negligence of Yakima County or its employees.

11. RADIO FREQUENCY RESOURCES:

Should the County Sheriff, at a later time, need the radio frequency resources currently available to the City of Selah to provide communication services for the City, the City agrees to make available to the County its available radio frequency. The frequency will remain the property of the City of Selah and be on loan to the County as long as this agreement is in effect, provided that if the City elects to recall the use of its radio frequency the county will have 12 months to make alternate arrangements.

12. SHERIFF'S COMMUNICATION USER'S GROUP:

The cost of providing communication services to the City shall be reviewed annually prior to the City adopting its final budget. This review process will involve the Yakima County Sheriff, and other users of the communication services known as the Sheriff's Communication User's Group. This group will be a part of the process utilized to determine needed improvements, expansion of services and the future cost of providing those services to the various users.

YAKIMA COUNTY SHERIFF

B. Winter
Sheriff Brian Winter

Approved as to form:

DEPUTY PROSECUTING ATTORNEY

CITY OF SELAH

Mayor

ATTEST this _____ day of _____, 20____

BY _____
City of Selah Clerk

BOARD OF YAKIMA COUNTY COMMISSIONERS:

ATTEST this _____ day of _____, 20____.

By: _____
Tiera L. Girard,
Clerk of the Board

J. Rand Elliott, Chairman

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*



**CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY**



COUNCIL MEETING ACTION ITEM

11/17/2015 M – 3

Title: Resolution Authorizing the Mayor to Sign the Interlocal Correction / Detention Agreement with the Yakima County Department of Corrections for 2016.

Thru: Donald Wayman, City Administrator

From: Richard Hayes, Chief of Police

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: \$56.80 - \$50.60 a day for daily housing, based on the monthly average daily population sliding scale; \$9.50 a day for electronic home monitoring. (Note: no change from 2015's agreement.)

Funding Source: 001-000-023-523-61-51-01

Staff Recommendation:

Approval of contract

Background / Findings & Facts:

This is the annual renewal of the City's agreement with Yakima County regarding inmates and home detention.

Recommended Motion:

Approve the Resolution for 2016.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE
INTERLOCAL CORRECTION / DETENTION AGREEMENT
WITH THE YAKIMA COUNTY DEPARTMENT OF
CORRECTIONS FOR 2016

WHEREAS, the City of Selah desires to continue Correction and Detention services with the Yakima County Department of Corrections for 2016;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be authorized to sign the 2015 Interlocal Correction / Detention Agreement with the Yakima County Department of Corrections.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 24th day of November, 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Bob Noe, City Attorney

RESOLUTION NO. _____



YAKIMA COUNTY
DEPARTMENT OF CORRECTIONS
111 North Front Street Yakima, Washington 98901 (509) 574-1700

November 3, 2015

Selah Police Department
Chief Richard Hayes
617 South 1st Street
Selah, WA 98942

RE: 2016 Local Corrections/Detention Agreements – Renewal Notification

Dear Chief Hayes:

It is once again time for us to begin the renewal process for the 2016 Local Corrections/Detention Agreements with the Yakima County Department of Corrections. I have enclosed (2) original agreements for you to review and have signed. There will be **no** changes for the upcoming year either in language or daily rates.

Please have the agreements signed and forwarded back to ATTN: Sandra Bess, Program Coordinator at 111 North Front Street, Yakima WA 98901. Once our Board of County Commissioners has signed, a fully executed original will be mailed back to you. Yakima County's last BOCC Agenda will be held on Tuesday, December 29th, 2015 so it is my hope that we will get them all fully executed before this year is over.

Please do not hesitate to contact me if you have any questions or issues you would like to discuss. I can be reached at 574-1758, or you can contact Sandra Bess at 574-1704.

Looking forward to another successful year of working together!

Respectfully,

Ed W. Campbell, Director
EC:sb

C: Board of County Commissioners
City Notebook

**2016 INTERLOCAL
CORRECTIONS/DETENTION AGREEMENT**

THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and the **City of Selah** (hereinafter the "City/Town").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for jail services that specifies the responsibilities of each party.

WHEREAS, the City, through its Police Department, or Mayor desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

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

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department, Manager or Mayor shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. The City shall accept and incarcerate male and female prisoners of the County and State and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement. In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City/Town prisoner or to

return a City/Town prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief, or City Manager or Mayor shall meet by November of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.

4. **Charges and Other Services.**

4.1 Daily Rate for Incarceration. The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

The daily rate for the duration of this Agreement will be per day, per inmate according to **Attachment A**. If for some reason, an agreement between the City/Town and County cannot be reached by January 1, 2016, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2016, once the parties reach an agreement.

4.2 Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees, electronic monitoring charges, medical treatment fees, etc.) for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

4.3 Inmate Housing Computation. It is agreed the City and County will use **Attachment A** to compute prisoner housing fees.

4.4 Inmate Work Crews. Inmate work crews will be contracted through a separate agreement.

4.5 Home Detention. Two home detention services are available for the City's prisoners.

4.5.1 Option A: The County will provide home detention electronic monitoring and reporting services to the City/Town for a cost **according to Attachment A.** All offender screening, selection, hookups, scheduling, supervision, re-incarceration, and offender fee collections and use will be the province of the City provided: (1) This service contracted city's offenders only AND (2) The City will reimburse the cost to replace any lost, damaged and/or stolen equipment.

4.5.2 Option B: The County will provide any or all of the home detention program service. Those activities shall be operated by mutual agreement and in full compliance with the County's program policies, procedures and practices. The City/Town also agrees to allow the County to collect and keep all participant and other revenues and fees associated with providing home detention services.

- a. The County shall maintain reasonable access to a sufficient supply of field monitoring device (FMD) equipment needed to meet the City/Town home detention service needs. The County shall keep and maintain such equipment in good working order and shall update the equipment as necessary. The County shall also make reasonable efforts to provide the City/Town with additional monitoring capabilities, including but not limited to: alcohol sensors, daily fax on each monitored defendant, and automated notification regarding monitored defendants who are not in compliance with the home detention monitoring program.
- b. The City/Town shall not be liable to the County for the loss of or damage to monitoring equipment caused by defendants and/or offenders provided by the County pursuant to this Agreement. Rather, the County shall seek compensation for lost or damaged monitoring equipment from those monitored defendants and/or offenders who lose or damage such equipment.

4.6 Access to County Computer System. The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

5. Prisoner Delivery and Notification.

5.1 When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.

5.2 In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at its option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the Completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.

5.3 In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner.

5.4 When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.

6. **Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.

8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.

9. **Hold Harmless.**

The County agrees to hold harmless, indemnify, and defend the City/Town, its elected officials officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in County custody) which result from or arise out of the sole negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

9.1 The City/Town agrees to hold harmless, indemnify, and defend the County, its selected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

9.2 In the event that the officials, officers, agents, and/or employees of both the County and the City/Town 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).

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

10. **Medical.**

The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City/Town's designee(s) via e-mail or fax if a City/Town's prisoner requires medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply. The City/Town shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City or Town's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held **(fractionalized as appropriate.)**

The County and City/Town shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City/Town, pursuant to this Agreement holds a prisoner in custody, and the County or City/Town on the basis of other State and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. **For example:** if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxication Treatment.
12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these programs, the County and City/Town shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.

14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners; provided, however, that either party may terminate the home detention program specified in Section 4.3.2(a) by providing the other party with thirty (30) days written notice of termination that states the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** The duration of this Agreement shall be from ***January 1, 2016 through midnight December 31, 2016***, unless otherwise terminated in accordance with Section 14 of this Agreement.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.
19. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
20. **Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

22. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Selah Police Department
Chief Rick Hayes
617 South 1st Street
Selah, WA 98942

TO COUNTY: Edmund Campbell, Director
Yakima County Department of Corrections
111 North Front Street
Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2016 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2016 the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2016. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2016. The two appointed arbitrators shall then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.
25. **Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

CITY OF SELAH

**BOARD OF YAKIMA COUNTY
COMMISSIONERS**

Mayor/City Manager

J. Rand Elliott, Chairman

Approved as to form this
____ day of _____

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner
*Constituting the Board of County Commissioners for Yakima
County, Washington*

Attest:

Tiera Girard
Clerk of the Board

Approved as to Form:

Stefanie Weigand,
Senior Deputy Prosecuting Attorney

Attachment A

YAKIMA COUNTY INTERLOCAL CORRECTIONS AGREEMENT - 2016

Local Detention/Correction Rates:

Daily Housing:

Based on the Monthly Average Daily Population (MADP) sliding scale:

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale. This scale does not include those inmates with serious medical, mental health or behavioral conditions as determined by the County. Inmates whose mental health, behavioral or medical conditions require special housing or treatment will be housed at a rate of \$87.95. All other inmates will be housed based on the (MADP):

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$50.60
126-150	\$51.65
101-125	\$52.65
76-100	\$53.70
51-75	\$54.75
26-50	\$55.80
0-25	\$56.80

Billing Detail:

Fractionalized Billing per current practice.

Other special Agreement Conditions:

Yakima County has the following correctional options services.

- **Electronic Home Detention** (City determines monitoring and supervision)
 - Daily Electronic Home Monitoring Equipment \$9.50
 - Daily Electronic Home Supervision \$0.00
 - (Fees collected from client)
- **Work Crews** (City may contract through separate agreement)

Daily Electronic Home Monitoring Equipment is a charge to agencies for the equipment used, should they decide to do their own Home Detention services Yakima County will provide the equipment for the fee listed above.

ATTACHMENT B
MEDICAL ACCEPTABILITY

The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Any injury or illness requiring immediate or emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power.
5. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
6. Signs of alcohol and/or drug withdrawal.
7. Bed bound individuals.
8. Individuals with attached IV or requiring IV medications.
9. Individuals requiring the use of oxygen tanks.
10. AMA (Against Medical Advice) from the hospital.
11. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
12. Post-operative persons who have follow up appointments within the next two weeks.
13. Wounds with drainage tubes attached.
14. Open and/or oozing bedsores.
15. Individuals requiring nebulizers who cannot obtain one.
16. Inmates who cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
17. Persons who are pregnant.
18. Persons undergoing chemotherapy and/or radiation treatment.
19. Persons undergoing dialysis.
20. Persons with the following untreated medical conditions:
 - a) Heart disease

- b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) HIV Positive or AIDS
21. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
 22. Persons taking Methadone, or Suboxone, a substitute for Methadone.
 23. Person, if prescribed, has not taken psychotropic medications for at least 72 hours.
 24. Persons requiring CPAP machines as prescribed must be transported with the machine.



**CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY**



COUNCIL MEETING ACTION ITEM

11/24/2015 M – 4

Title: Resolution Authorizing the Mayor to Sign an Intergovernmental Cooperation Agreement with Grant County Fire District #11.

Thru: Donald Wayman, City Administrator

From: Gary Hanna, Fire Chief

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: None

Funding Source: Not applicable

Staff Recommendation:

Approval

Background / Findings & Facts:

Grant County Fire District #11 wishes to utilize an Intergovernmental Cooperation Agreement to purchase brush trucks for their department using the bid specifications written by the Selah Fire Department. The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. Proposers agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the Selah Fire Department incurring any financial or legal liability for such purchases.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Recommended Motion:

Move to Approve Resolution Authorizing the Mayor to Sign an Intergovernmental Cooperation Agreement with Grant County Fire District #11.

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the Mayor to sign an Intergovernmental Cooperation Agreement with Grant County Fire District #11, a municipal corporation

WHEREAS, the City of Selah and Grant County Fire District #11 wish to utilize each other's contracts to jointly bid the acquisition of goods and services and disposition of property; and

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for Interlocal cooperation between government agencies; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the City of Selah and Grant County Fire District #11 also wish to utilize each other's contracts where it is in their mutual interest;

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

The Mayor is authorized to sign an Intergovernmental Cooperation Agreement Interlocal Agreement with Grant County Fire District #11, a municipal corporation.

PASSED this 24th day of November, 2015.

John Gawlik, Mayor

ATTEST:

APPROVED AS TO FORM:

Dale Novobielski, Clerk/Treasurer

Robert F. Noe, City Attorney

INTERLOCAL AGREEMENT For COOPERATIVE PURCHASING

PURPOSE:

The purpose of this Interlocal Agreement is to provide for COOPERATIVE PURCHASING opportunities for the signatory jurisdictions of this agreement in accordance with RCW 39.34. Cooperative purchasing may be for materials, services or equipment related to the operation and administration of public services for local government entities.

RATIFICATION:

This agreement shall be in full affect and recorded when the elected officials of each jurisdiction signatory to this agreement have so enacted the full agreement in a public meeting of said agency. A copy of this agreement shall be filed and maintained by each party to this agreement.

COOPERATIVE PURCHASE:

Cooperative purchasing by multiple public agencies is allowed under the provisions of RCW 39.34 when a public agency, having executed a public bid process for specific materials, services or equipment, enters into an INTERLOCAL COOPERATIVE PURCHSING AGREEMENT with one or more public agencies desiring like equipment, material or services from the same Contractor.

LIMITS:

The provisions of this INTERLOCAL COOPERATIVE PURCHASING AGREEMENT are limited to only those materials, services, equipment defined in the RFP, bid specifications and proposal from the originating agency defined as:

(1) One or More, Wildland Brush Fire Apparatus, from the authorized public bid dated **June 6th, 2015** by **Selah Fire Department** (originating agency) and duly awarded to **CASCADE FIRE EQUIPMENT**. Changes to the original specifications or deviations from the original bid is permissible when deemed in the best interest of the agency (s) which become signatory to this agreement.

FISCAL REQUIREMENTS

All public agencies signatory to this agreement shall be individually responsible for full payment of any and all services, materials or equipment purchased on their behalf including all deviations and change orders. Financial responsibility includes all taxes, fees, tariffs, shipping and/or any other ancillary costs incurred by an agency purchasing under the provisions of this agreement.

OWNERSHIP

Any materials or equipment purchased under the provisions of this agreement shall be the sole ownership of each respective agency.

TERM

The term of this agreement shall be affective immediately upon the authorization by each entity signatory to this agreement and shall remain in effect for the duration of the acquisition process for this action and beyond if said party's desire.

SIGNATURES

"**APPROVED AND ADOPTED** by the Board of Fire Commissioners, _____ County Fire District # 11, GRANT County, Washington in a legal public meeting will all Board members voting this 10th day of NOVEMBER, 2005."

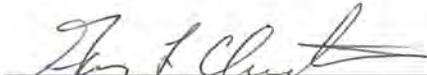
Grant County Fire District #11
(agency)

Selah Fire Department
(agency)



Fire Commissioner

Fire Commissioner



Fire Commissioner

Fire Commissioner



Fire Commissioner

ATTEST:



Fire District Secretary

ATTEST:

Fire District Secretary



**CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY**



COUNCIL MEETING ACTION ITEM

11/24/2015 N – 1

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

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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 24th day of November 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney



**CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY**



COUNCIL MEETING ACTION ITEM

11/24/2015 N – 2

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: Public Hearing / Public Meeting

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.](#)

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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, continued to November 24, 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 24th day of NOVEMBER 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

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:
DATE FEE PAID:

SEPA: _____
REC'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 + Candie Torkelson
SIGNATURE: [Signature]
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

NAME: Same as above
SIGNATURE: _____
STREET: _____
CITY: _____ STATE: _____ ZIP: _____ PHONE: _____
CHECK ONE: FEE SIMPLE OWNER
 CONTRACT PURCHASER
 OTHER _____

ASSESSOR'S PARCEL NUMBER
181435 - 31024

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 CONTAINS 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 [Signature]



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

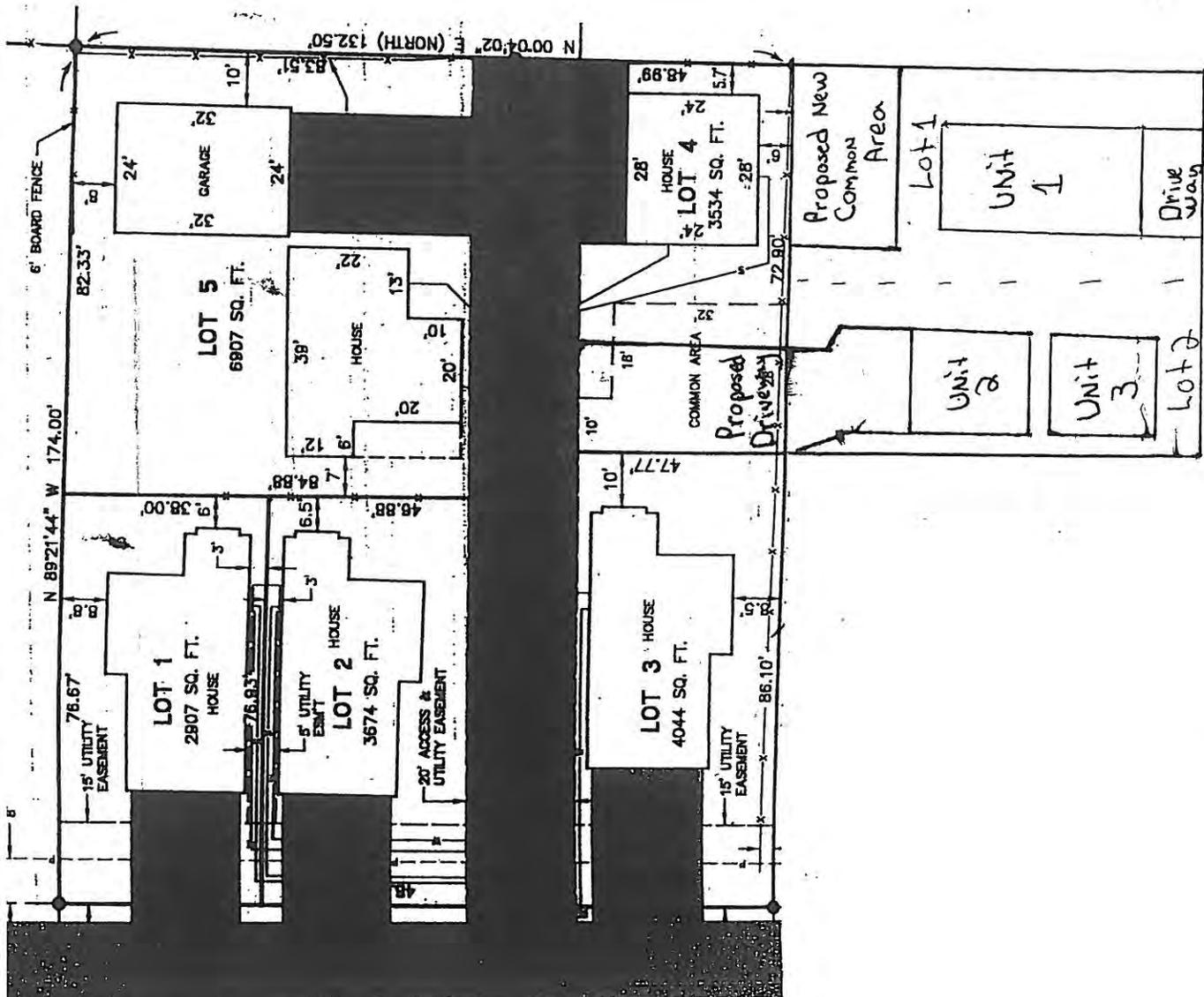
Why Pay \$1000's More? Buy Builder Direct!

Builder reserves the right to change floor plan or elevations

905 A+B

Freemont

Torkelson



freemont

desktop.ini

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

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:

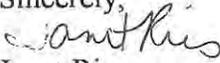
I have lived in Selah for 45 years. I am not opposed to Selah growing, but am strongly against making high density for Freemont, Speyers, or our other streets. These streets should be low density.

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.

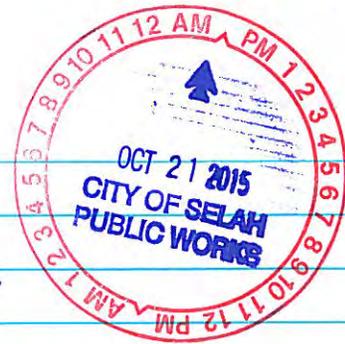
Thank you!

Sincerely,

Janet Ries



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

10/21/15



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. TORKELESON 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 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 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 SOMETHING THAT ~~WAS~~ 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 PROPERTY VALUE HAS BEEN NEGATIVELY 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 \$10,000⁰⁰ TO \$20,000⁰⁰ 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 RECOOP MY PROPERTY VALUES
LOSSES.

THANK YOU

PETER ERICKSON
903 W. FREMONT AVE.
SELAHI WA,

Peter J. Erickson

desktop.ini

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 something 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 something 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

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.



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



Sworn to before me this 27th day of August 2015

Lisa M. Driggs

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 ENVIRONMENTAL REVIEW**

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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

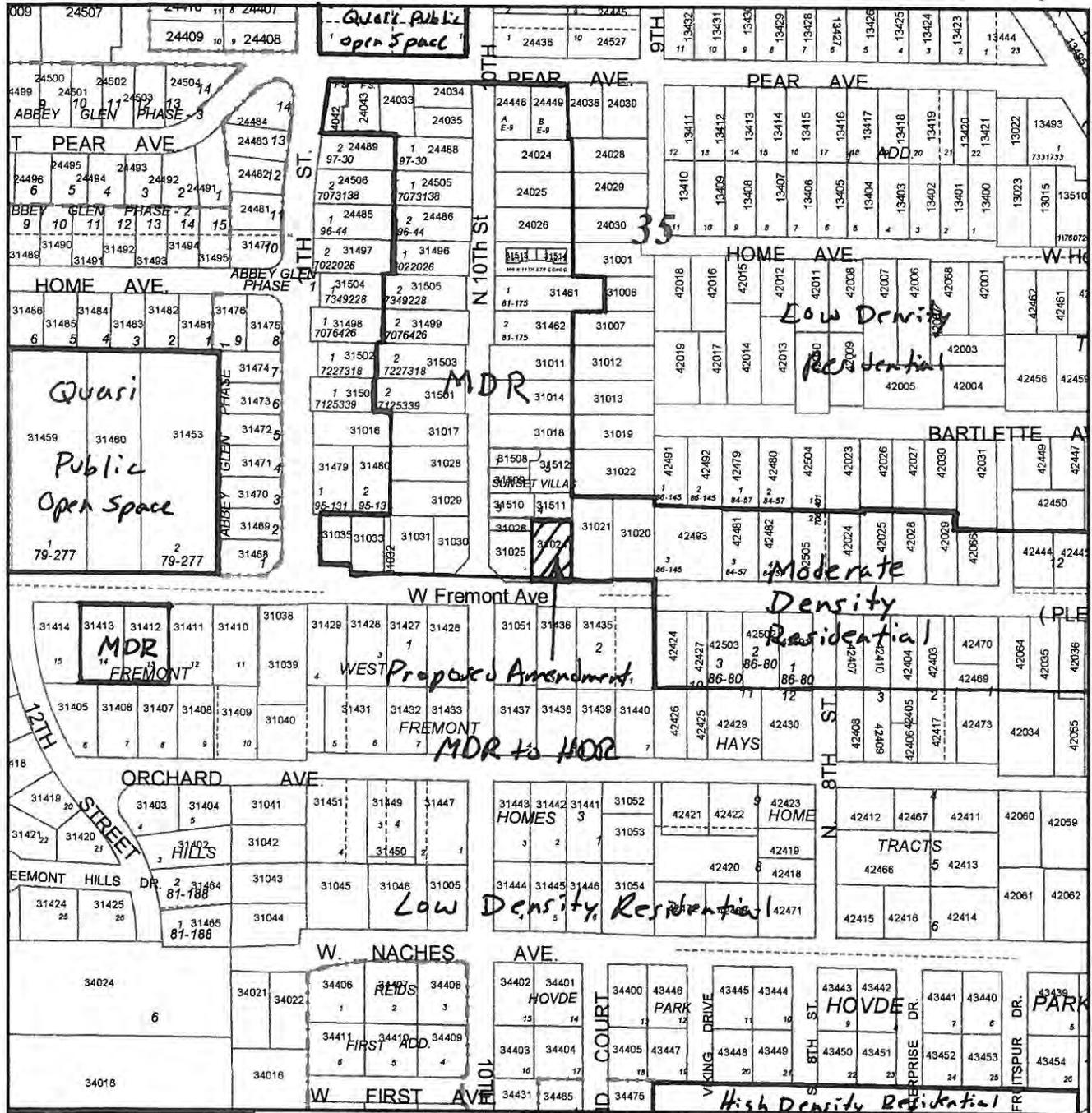
(574569) August 27, 2015

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



**CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY**



COUNCIL MEETING ACTION ITEM

11/24/2015 N – 3

Title: Ordinance Establishing the 2016 Salary Schedule for Management, Confidential and Unrepresented Employees

Thru: Donald Wayman, City Administrator

From: Andrew Potter, Assistant to the City Administrator

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: See Ordinance

Funding Source: The entire budget.

Staff Recommendation:

Recommend approval.

Background / Findings & Facts:

Previous to 2013, it was standard procedure to adopt an ordinance each year allowing the City Council to preview the salaries of the employees while adopting the budget. These salaries are projected in next year's budget.

Recommended Motion:

Move to approve the Ordinance Establishing the 2016 Salary Schedule for Management, Confidential and Unrepresented Employees.



**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:
12/14/2010	Ordinance Establishing the 2011 Salary Schedule for Management, Confidential and Unrepresented Employees
12/13/2011	Ordinance Establishing the 2012 Salary Schedule for Management, Confidential and Unrepresented Employees
12/11/2012	Ordinance Establishing the 2012 Salary Schedule for Management, Confidential and Unrepresented Employees

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ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE 2016 SALARY SCHEDULE FOR
MANAGEMENT, CONFIDENTIAL AND UNREPRESENTED EMPLOYEES

THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain the 2016
Salary Schedule for management, confidential and unrepresented employees as follows:

<u>FULL-TIME REGULAR</u>	<u>MONTHLY SALARY</u>
Clerk-Treasurer	7,922
Human Resource Manager	4,277
Court Clerk	4,031
Executive Assistant	3,919
Payroll & Accts. Payable Specialist	3,919
Utility Billing Specialist	3,919
Fire Chief	8,040
Fire Chief – Deputy	6,757
Firefighter – Step 3	5,118
Firefighter – Step 2	4,723
Firefighter – Step 1	4,259
Firefighter Probationary	4,008
Parks & Recreation Manager	4,277
Civic Center Manager	3,919
Parks & Recreation Coordinator	3,053
Public Works Director	8,032
Public Works Utility Foreman	6,067
City Planner	5,000
Building Inspector & Code Enforcement Officer	4,760
Public Works Management Assistant	4,400
Public Works Stormwater & Code Enforcement	4,000
Public Works Department Assistant	3,053
Wastewater Treatment Plant Supervisor	6,067
Wastewater Treatment Plant Operator III	4,725
Wastewater Treatment Plant Operator II	4,425
Wastewater Treatment Plant Operator I	4,125
Wastewater Treatment Plant Operator Trainee	3,825
Wastewater Treatment Plant Mechanic II	4,087
Wastewater Treatment Plant Mechanic I	3,829

PART-TIME AND SEASONAL

Office Assistant	16.27 hr.
Swimming Pool Manager	15.00 hr.
Swimming Instructor (WSI)	9.80 hr.
Swimming Instructor (Non-WSI)	9.47 hr.
Swimming Pool Head Lifeguard	10.00 hr.
Swimming Pool Lifeguard 3rd Year	9.72 hr.
Swimming Pool Lifeguard 2 nd Year	9.67 hr.
Swimming Pool Lifeguard 1 st Year	9.57 hr.
Swimming Pool Head Cashier	9.57 hr.
<u>Swimming Pool Cashier</u>	<u>9.47 hr.</u>
Parks & Recreation Sports Supervisor	15.00 hr.
Basketball / Soccer Official III	10.32 hr.
Basketball / Soccer Official II	9.82 hr.
Basketball / Soccer Official I	9.57 hr.
Scorekeeper	9.47 hr.
<u>Contracted Instructors</u>	<u>60% of fees/ \$20 hr max.</u>
Maintenance Worker/ Laborer	13.20 hr.

The effective date of this ordinance is January 1, 2016.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 24th 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

11/24/2015 N – 4

Title: Ordinance Amending the 2015 Budget for Energy Conservation Improvements.

Thru: Donald Wayman, City Administrator

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: \$ 1,025,356 after receipt of Pacific Corp Incentives of \$ 94,447 and a Wa State Dept. of Commerce Grant of \$ 407,050.

Funding Source: F001 General \$ 6,920, F103 Fire Control \$ 8,285, F110 Street Improvement \$ 40,703, F115 Local Access Street Improvement \$ 112,878, F411 Water \$ 6,920 and F465 Sewer Reserve \$ 849,650

Staff Recommendation:

Approve a \$ 1,025,350 increase in the 2015 Budget for energy conservation improvement costs.

Background / Findings & Facts:

March 10, 2015 council authorized the Mayor to sign with Washington state Department of Enterprise Services for energy conservation improvements.

Recommended Motion:

I move to approve the Ordinance amending the 2015 Budget for energy improvement costs.



**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:

3/10/2015

Council authorized the Mayor to sign a funding approval for contract No. 2015-006 A (1) between the City of Selah and the State of Washington Department of Enterprise Services for the WWTP and Exterior Lighting Energy Efficiency Project.

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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2015 BUDGET FOR ENERGY CONSERVATION IMPROVEMENTS

WHEREAS, the City desires to approve an adjustment to the 2015 Budget for energy conservation improvements;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2015 Budget as follows:

001 General

001.000.094.594.76.63.00	Energy Conservation Improvements	\$ 6,920
001.000.999.508.80.00.00	New Ending Unreserved Fund Balance	\$ 547,653

103 Fire Control

103.000.022.334.04.20.00	Dept of Commerce Grant	\$ 3,462
103.000.022.367.00.00.00	Pacific Corp Energy Incentive	1,238
103.000.094.594.22.63.00	Energy Conservation Improvements	\$ 12,985
103.000.999.508.80.00.00	New Ending Unreserved Fund Balance	294,307

110 City Street

110.000.042.334.04.20.00	Dept of Commerce Grant	\$ 64,641
110.000.042.367.00.00.00	Pacific Corp Energy Incentive	17,326
110.000.042.397.00.00.00	Operating Transfers-In	112,878
110.000.094.594.42.63.63	Energy Conservation Improvements	\$ 235,548
110.000.999.508.80.00.00	New Ending Unreserved Fund Balance	25,236

115 Local Access St Improvement

115.000.097.597.00.02.00	Operating Transfers-Out – F110 City Street	\$ 112,878
115.000.008.508.80.00.00	New Ending Unreserved Fund Balance	\$ 70,817

411 Water

411.000.034.334.04.20.00	Dept of Commerce Grant	\$ 2,759
411.000.034.367.00.00.00	Pacific Corp Energy Incentive	671
411.000.094.594.34.63.00	Energy Conservation Improvements	\$ 10,350
411.000.999.508.80.00.00	New Ending Unreserved Fund Balance	457,756

415 Sewer

415.000.035.334.04.20.00	Dept of Commerce Grant	\$ 336,188
415.000.035.367.00.00.00	Pacific Corp Energy Incentive	75,212
415.000.034.391.80.00.00	Intergovernmental Loan	500,000
415.000.034.397.00.00.00	Operating Transfers-In	349,650
415.000.094.594.35.63.80	Energy Conservation Improvements-- PreTreatmnt	\$ 1,261,050

465 Sewer Reserve

465.000.097.597.00.02.00	Operating Transfers-Out – F415 Sewer	\$ 349,650
465.000.008.508.80.00.00	New Ending Unreserved Fund Balance	\$ 568,128

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 24th 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

11/24/2015 N - 5

Title: Ordinance Adopting the Budget for the City of Selah, Washington for the Year ending December 31, 2016

Thru: Donald Wayman, City Administrator

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: Appropriations of \$ 14,893,924.

Funding Source: The various operating and reserve funds of the City.

Staff Recommendation:

Approve Ordinance.

Background / Findings & Facts:

In accordance with RCW 35A.33.075 the City is required to adopt its annual operating budget by Ordinance.

Recommended Motion:

I move to approve the Ordinance adopting the 2016 budget for the City of Selah.



**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:
11/10/2015	Council held a public hearing to discuss the 2016 preliminary budget.

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AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF SELAH,
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016

WHEREAS, the City council has considered the estimated revenues and appropriations required in budgeting and controlling the financial operations of the City for 2016 and has prepared a preliminary budget, published notices of hearings, and held public hearings as required by law;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON does ordain as follows:

Section 1. The budget for the year 2016 is hereby adopted at the fund level in its final form and content as set forth in the document entitled 2016 Budget.

Section 2. Estimated Revenues & Beginning Net Cash & Investments, Requested Appropriations and Estimated Ending Net Cash & Investments are described in summary as follows:

<u>Fund</u>	<u>Department</u>	<u>Est. Revenues & Beginning Fund Balance</u>	<u>Appropriations</u>	<u>Estimated Ending Fund Balance</u>	<u>Total Requested Appropriations & Ending Fund Balance</u>
001	<u>General</u>				
	Legislative		\$60,927		
	Court	\$103,450	131,835		
	Executive	11,000	155,203		
	Finance, Recording & Election Svcs		195,344		
	Legal	6,000	150,990		
	Facilities		40,713		
	Police	405,849	2,237,757		
	Detention		112,815		
	Emergency Svcs.		4,153		
	Pollution Control		2,958		
	Animal Control		68,805		
	Code & Building	138,000	222,620		
	Planning	10,900	119,263		
	Substance Abuse		1,400		
	Participant Recreation	124,770	283,359		
	Parks	512,074	1,102,837		
	Transfers-In	273,300			
	Transfers-Out		88,263		
	Non-Departmental	4,261,056	458,159		
		<u>\$5,846,399</u>	<u>\$5,437,401</u>	<u>\$408,998</u>	<u>\$5,846,399</u>

<u>Fund</u>	<u>Department</u>	<u>Est. Revenues & Beginning Fund Balance</u>	<u>Appropriations</u>	<u>Estimated Ending Fund Balance</u>	<u>Appropriations & Ending Fund Balance</u>
103	Fire Control	2,112,418	1,818,032	294,386	2,112,418
110	Street	524,443	503,823	20,620	524,443
111	Street Improvement	142,816	142,816	0	142,816
113	Paths & Trails	7,991	0	7,991	7,991
115	Local Access Street Improv.	287,100	24,932	262,168	287,100
118	Civic Center	101,100	99,837	1,263	101,100
119	Transit	506,420	336,571	169,849	506,420
121	Tourism	25,000	14,200	10,800	25,000
140	Contingency Reserve	27,730	0	27,730	27,730
150	Fire Equipment Reserve	483,000	317,089	165,911	483,000
153	EMS Equipment Reserve	25,825	0	25,825	25,825
170	CE Equipment Reserve	589,263	123,300	465,963	589,263
171	PW Equipment Reserve	234,000	29,700	204,300	234,000
180	Drugs & Alcohol Comm. Res	10,610	0	10,610	10,610
181	Crime Prev. Accum. Reserve	3,510	0	3,510	3,510
190	SPRSA Pool	215,500	152,628	62,872	215,500
202	Goodlander LID	15,862	5,285	10,577	15,862
220	LID Guaranty	46,380	0	46,380	46,380
301	Capital Improvement	341,000	150,000	191,000	341,000
303	Fire Control Building Res.	1,294	0	1,294	1,294
308	Civic Center Capital	16,820	0	16,820	16,820
310	CE Building/Property Res.	488,500	10	488,490	488,500
411	Water	3,156,800	2,211,085	945,715	3,156,800
415	Sewer	3,009,668	2,685,286	324,382	3,009,668
420	Solid Waste	1,258,800	841,929	416,871	1,258,800
461	Water Reserve	996,000	0	996,000	996,000
465	Sewer Reserve	1,208,000	0	1,208,000	1,208,000
470	Solid Waste Reserve	63,270	0	63,270	63,270
		<u>\$21,745,519</u>	<u>\$14,893,924</u>	<u>\$6,851,595</u>	<u>\$21,745,519</u>

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 24th day of November, 2015.

ATTEST:

John Gawlik, Mayor

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

ORDINANCE NO. _____

CITY OF SELAH
2016 PRELIMINARY BUDGET

	<u>Revenues</u>	<u>Operating Expenditures</u>	<u>Capital Outlay</u>	<u>% of Operating Exp.</u>	<u>Revenues - (Op. Exps. & Capital Outlay)</u>
001 GENERAL FUND					
Beginning Net Cash & Investments - Unrestricted					\$600,000
11 Legislative		\$60,927		1.5%	(\$60,927)
12 Court	\$103,450	131,835		3.2%	(28,385)
13 Executive	11,000	155,203		3.7%	(144,203)
14 Financial, Recording & Election Svcs		195,344		4.7%	(195,344)
15 Legal	6,000	150,990		3.6%	(144,990)
18 Facilities		40,713		1.0%	(40,713)
21 Police	405,849	2,117,757	120,000	51.1%	(1,831,908)
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		68,805		1.7%	(68,805)
58 Code & Bldg	138,000	184,620	38,000	4.5%	(84,620)
58 Planning	10,900	119,263		2.9%	(108,363)
66 Substance Abuse		1,400		0.0%	(1,400)
71 Participant Recreation	124,770	280,059	3,300	6.8%	(158,589)
76 Parks	512,074	429,037	673,800	10.4%	(590,763)
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	<u>\$5,246,399</u>	<u>\$4,602,301</u>	<u>\$835,100</u>	100%	<u>(\$191,002)</u>
Ending Net Cash & Investments - Unrestricted					<u>\$408,998</u>

CITY OF SELAH PRELIMINARY 2016 BUDGET

	<u>Revenues</u>	<u>Operating Expenditures</u>	<u>Capital Outlay</u>	<u>Revenues - (Op. Exps. & Capital Outlay)</u>
<u>103 FIRE CONTROL</u>				
Beginning Net Cash & Investments				\$320,000
	\$1,792,418	\$1,183,043	\$634,989	<u>(25,614)</u>
Ending Net Cash & Investments				<u>\$294,386</u>
<u>110 CITY STREET</u>				
Beginning Net Cash & Investments				\$65,000
	\$459,443	\$495,373	\$8,450	<u>(44,380)</u>
Ending Net Cash & Investments				<u>\$20,620</u>
<u>111 STREET IMPROVEMENT</u>				
Beginning Net Cash & Investments				\$0
	\$142,816	\$36,816	\$106,000	<u>0</u>
Ending Net Cash & Investments				<u>\$0</u>
<u>118 CIVIC CENTER</u>				
Beginning Net Cash & Investments				\$5,000
	\$96,100	\$99,837		<u>(3,737)</u>
Ending Net Cash & Investments				<u>\$1,263</u>

CITY OF SELAH PRELIMINARY 2016 BUDGET

	<u>Revenues</u>	<u>Operating Expenditures</u>	<u>Capital Outlay</u>	<u>Revenues - (Op. Exps. & Capital Outlay)</u>
<u>119 TRANSIT</u>				
Beginning Net Cash & Investments				\$150,000
	\$356,420	\$336,571	\$0	<u>19,849</u>
Ending Net Cash & Investments				<u>\$169,849</u>
<u>121 TOURISM</u>				
Beginning Net Cash & Investments				\$0
	\$25,000	\$14,200		<u>10,800</u>
Ending Net Cash & Investments				<u>\$10,800</u>
<u>190 SPRSA POOL</u>				
Beginning Net Cash & Investments				\$43,000
	\$172,500	\$145,928	\$6,700	<u>19,872</u>
Ending Net Cash & Investments				<u>\$62,872</u>

CITY OF SELAH PRELIMINARY 2016 BUDGET

	<u>Revenues</u>	<u>Operating Expenditures</u>	<u>Capital Outlay</u>	<u>Revenues - (Op. Exps. & Capital Outlay)</u>
<u>411 WATER</u>				
Beginning Net Cash & Investments				\$750,000
	\$2,406,800	\$1,553,085	\$658,000	<u>195,715</u>
Ending Net Cash & Investments				<u>\$945,715</u>
<u>415 SEWER</u>				
Beginning Net Cash & Investments				\$680,000
	\$2,329,668	\$2,244,365	\$440,921	<u>(355,618)</u>
Ending Net Cash & Investments				<u>\$324,382</u>
<u>420 SOLID WASTE</u>				
Beginning Net Cash & Investments				\$450,000
	<u>\$808,800</u>	<u>\$841,929</u>	<u>\$0</u>	<u>(33,129)</u>
Ending Net Cash & Investments				<u>\$416,871</u>
Total Operating Funds	<u><u>\$13,836,364</u></u>	<u><u>\$11,553,448</u></u>	<u><u>\$2,690,160</u></u>	

CITY OF SELAH PRELIMINARY 2016 BUDGET

	<u>Revenues</u>	<u>Operating Expenditures</u>	<u>Capital Outlay</u>	<u>Revenues - (Op. Exps. & Capital Outlay)</u>
<u>113 PATHS & TRAILS</u>				
Beginning Net Cash & Investments				\$7,300
	\$691	\$0		<u>691</u>
Ending Net Cash & Investments				<u>\$7,991</u>
<u>115 LOCAL ACCESS STREET IMPROVEMENT</u>				
Beginning Net Cash & Investments				\$192,000
	\$95,100	\$24,932		<u>70,168</u>
Ending Net Cash & Investments				<u>\$262,168</u>
<u>140 CONTINGENCY RESERVE</u>				
Beginning Net Cash & Investments				\$27,700
	\$30	\$0		<u>30</u>
Ending Net Cash & Investments				<u>\$27,730</u>
<u>150 FIRE EQUIPMENT RESERVE</u>				
Beginning Net Cash & Investments				\$108,000
	\$375,000	\$317,089		<u>57,911</u>
Ending Net Cash & Investments				<u>\$165,911</u>

CITY OF SELAH PRELIMINARY 2016 BUDGET

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

**CITY OF SELAH
PRELIMINARY 2016 BUDGET**

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

CITY OF SELAH PRELIMINARY 2016 BUDGET

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

**CITY OF SELAH
PRELIMINARY 2016 BUDGET**

	<u>Revenues</u>	<u>Operating Expenditures</u>	<u>Capital Outlay</u>	<u>Revenues - (Op. Exps. & Capital Outlay)</u>
<u>461 WATER RESERVE</u>				
Beginning Net Cash & Investments				\$898,000
	\$98,000	\$0		<u>98,000</u>
Ending Net Cash & Investments				<u>\$996,000</u>
<u>465 SEWER RESERVE</u>				
Beginning Net Cash & Investments				\$970,000
	\$238,000	\$0		<u>238,000</u>
Ending Net Cash & Investments				<u>\$1,208,000</u>
<u>470 SOLID WASTE RESERVE</u>				
Beginning Net Cash & Investments				\$63,200
	<u>\$70</u>	<u>\$0</u>		<u>70</u>
Ending Net Cash & Investments				<u>\$63,270</u>
<u>Summary of Funds:</u>				
Beginning Net Cash & Investments				<u>\$6,813,773</u>
Ending Net Cash & Investments				<u>\$6,851,595</u>
TOTAL	<u>\$14,931,746</u>	<u>\$12,203,764</u>	<u>\$2,690,160</u>	



**CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY**



COUNCIL MEETING INFORMATIONAL ITEM

11/24/2015 P – 4A

Title: Planning Commission Minutes for November 3, 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
November 3, 2015

Selah Council Chambers
115 W. Naches Ave.
Selah, Washington 98942

A. Call to Order – Chairman called the meeting to order at 5:28 pm.

B. Roll Call

Members Present: Commissioners Quinnell, Pendleton and Miller.

Members Absent: Commissioner Smith and Commissioner Torkelson.

Staff Present: Tom Durant, Consultant, Caprise Groo, Secretary.

C. Agenda Changes
None

D. Communications
1. Oral- None
2. Written - None

E. Approval of Minutes
1. October 20, 2015

Commissioner Miller motioned to approve the corrected minutes.

Chairman Quinnell seconded the motion.

Chairman Quinnell asked for a voice vote and the minutes were approved with a vote of 3-0.

F. Public Hearings

1. Old Business –None

Mr. Durant stated that there was no business on the Agenda.

Commissioner Miller stated that his understand was that they were approving the minutes so that business could happen at the next Council meeting and that was the sole purpose for the Commission meeting.

Chairman Quinnell agreed. He asked Mr. Erickson if he would like to speak.

Mr. Erickson stated that he thought the meeting started at 6 pm.

Chairman Quinnell replied that Planning Commission started at 5:30 pm.

Mr. Erickson stated that he had been told the meeting was on November 8 and then changed to the November 10th, 2015.

Chairman Quinnell stated that the Commission was there to approve the minutes from October 20, 2015. He stated he had saw Mr. Erickson walk in late, so he asked if he wanted to speak.

Commissioner Miller asked if Mr. Eriekson wanted to speak.

Mr. Eriekson asked if the Commission had read his letter.

Mr. Durant stated that the letter was going to the council to consider next week.

2 New Business-None

G. General Business

1. Old Business – None
2. New Business- None

H. Reports/Announcements

1. Chairman-None
2. Commissioners- None
3. Staff-None

Adjournment

Commissioner Miller motioned to adjourn the meeting, Commissioner Pendleton seconded the motion. Chairman Quinnell adjourned the meeting at 5:32 pm with a voice vote of 3-0.


Chairman