

# SELAH CITY COUNCIL

4:00pm September 8, 2015



Selah City Council  
 Regular Meeting  
 Tuesday, September 8, 2015  
 4:00pm  
 City Council Chambers

Mayor:  
 Mayor Pro Tem:  
 Council Members:

John Gawlik  
 Paul Overby  
 John Tierney  
 Dave Smeback  
 Allen Schmid  
 Roy Sample  
 Jane Williams  
 Laura Ritchie

CITY OF SELAH  
 115 West Naches Avenue  
 Selah, Washington 98942

City Administrator:  
 City Attorney:  
 Clerk/Treasurer:

Don Wayman  
 Bob Noe  
 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 **None**
- G. Communications
  - 1. Oral

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

- 2. Written
  - Joe Henne a. August 2015 Monthly Report for Building Permits and Inspections, Animal Control and Code Enforcement
- H. Proclamations/Announcements **None**
- I. Consent Agenda

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

- Monica Lake \* 1. Approval of Minutes: August 25, 2015 Council Meeting and August 28, 2015 Council Retreat
- Dale N. \* 2. Approval of Claims & Payroll
- J. Public Hearings **None**
- K. New Business **None**
- L. Old Business **None**
- M. Resolutions
  - Rick Hayes 1. Resolution Authorizing the Mayor to Sign an Agreement for Animal Sheltering/Disposal Services between the City of Selah and the Humane Society of Central Washington for Calendar Year 2015

- Tom Durant      2. Resolution Approving the Preliminary Plat of “Somerset II” (912.42.15-02) and Adopting Revised Findings and Conditions of Preliminary Plat Approval
- Tom Durant      3. Resolution Approving the Final Plat of “Whispering Views Estates” (912.45.14-02) and Authorizing the Mayor to sign the Final Plat
- Gary Hanna      4. Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School

N. Ordinances

- Dale N.            1. Ordinance Amending the 2015 Budget for the Purchase of an Executive Department Vehicle

P. Reports/Announcements

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

Caprise Groo      a. Planning Commission Minutes – August 18, 2015

Q. Executive Session            **None**

R. Adjournment

Next Study Session      September 22, 2015  
 Next Regular Meeting    September 22, 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**

**9/8/2015 G – 2A**

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

**Thru:** Donald Wayman, City Administrator

**From:** Joe Henne, Public Works Director

**Action Requested:** Informational - No action

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Informational Only

**Background / Findings & Facts:**

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

**Recommended Motion:**

Informational only.

August 2015 Building Permits Report

No.	Issue Date	Name/Project	Address	Type	Master Plan	Fees
6416	8/10/2015	Jack McLain	401 Pleasant Ave	Furnace/Air Replacement		\$57.99
6483	8/4/2015	Don Skone	99 Hillcrest Dr.	Replace water service		30.89
6484	8/6/2015	Carl Torkelson	804 S. 7th Street	Remodel/Patio cover		191.8
6486	8/7/2015	Andrew Wangler	514 Viewcrest Place	Re-Roof Residential		78.6
6487	8/12/2015	Chris Surber	1001 Goodlander Drive	Furnace/Air Replacement		57.99
6488	8/12/2015	Clara Eustis	204 N. 3rd Street	New Building		1,351.99
6489	8/12/2015	Clara Eustis	204 N. 3rd Street	New Plumbing		63.53
6490	8/12/2015	Clara Eustis	204 N. 3rd Street	New Mechanical		63.34
6495	8/28/2015	B&L Selah LLC	608 S. First Street	Footing/Foundation ONLY		0
<b>TOTAL:</b>						<b>\$1,896.13</b>

Total Building Inspections for August 2015: 70

August 2015 Code Enforcement Report

R. Brons, Report			
DATE:	ADDRESS:	SMC	VIOLATION DESCRIPTION
8/3/2015	1600 Block W. Yakima Ave.	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/6/2015	1600 Block W First Ave.	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/13/2015	600 Block W. Orchard Ave.	6.58.050 & 6.58.180	Certain Growth & Landscape Maintenance
8/13/2015	700 Block W. Orchard Ave:	6.58.050, 6.58.070 & 6.58.180	Certain Growth & Landscape Maintenance & Potential Pest Harboring or Fire Danger
8/13/2015	10 Block N. 8th Street	6.58.050, 6.58.070 & 6.58.180 & 6.58.260	Certain Growth & Landscape Maintenance, Potential Pest Harboring or Fire Danger & Storage or Parking of Motor Vehicles-Residential Areas
8/13/2015	500 Block W. Orchard Ave	6.58.050, 6.58.090, 6.58.180 & 6.58.260	Certain Growth & Landscape Maintenance, Dumping Areas & Storage or Parking of Motor Vehicles-Residential Areas
8/13/2015	600 Block W. Fremont Ave	6.58.050, 6.58.180 & 6.58.260	Certain Growth & Landscape Maintenance & Storage or Parking of Motor Vehicles-Residential Areas
8/18/2015	400 Block S. 3rd Street	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/18/2015	400 Block S. 3rd Street	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/20/2015	1600 Block W. Naches Ave.	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/20/2015	100 Block E. Fremont Ave.	6.58.050 & 6.58.180	Certain Growth & Landscape Maintenance
8/20/2015	200 Block N. 3rd Street	6.58.050, 6.58.180, 6.58.200 & 6.58.260	Certain Growth/Landscape Maintenance/Fire Hazard/Storage or parking of motor vehicles-Residential areas.
8/20/2015	200 Block N. 4th Street	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/21/2015	1700 Block W 1st Ave	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/24/2015	1700 Block W. Naches Ave.	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/24/2015	1700 Block W. Naches Ave.	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/24/2015	1700 Block W. First Ave.	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/24/2015	1700 Block W. First Ave.	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/24/2015	1700 Block W. Naches Ave.	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/24/2015	1700 Block W. Naches Ave.	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/31/2015	300 Block N. 4th Street	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard
8/31/2015	vacant lot	6.58.050, 6.58.180 & 6.58.200	Certain Growth/Landscape Maintenance/Fire Hazard

**August 2015 Code Enforcement Report**

<b>8/31/2015</b>	<b>vacant lot</b>	<b>6.58.050, 6.58.180 &amp; 6.58.200</b>	<b>Certain Growth/Landscape Maintenance/Fire Hazard</b>
<b>8/31/2015</b>	<b>200 Block W. Riverview Ave</b>	<b>6.58.050 &amp; 6.58.180</b>	<b>Certain Growth &amp; Landscape Maintenance</b>
<b>8/31/2015</b>	<b>700 Block W. Orchard Ave:</b>	<b>6.58.050, 6.58.070 &amp; 6.58.180</b>	<b>Certain Growth &amp; Landscape Maintenance &amp; Potential Pest Harboring or Fire Danger</b>
<b>8/31/2015</b>	<b>10 Block N. 8th Street</b>	<b>6.58.050, 6.58.070 &amp; 6.58.180 &amp; 6.58.260</b>	<b>Certain Growth &amp; Landscape Maintenance, Potential Pest Harboring or Fire Danger &amp; Storage or Parking of Motor Vehicles- Residential Areas</b>
<b>8/31/2015</b>	<b>800 Block S. 5th Street</b>	<b>6.58.050 &amp; 6.58.180</b>	<b>Certain Growth &amp; Landscape Maintenance</b>
<b>8/31/2015</b>	<b>16th &amp; Fremont Ave.</b>	<b>6.58.050, 6.58.180 &amp; 6.58.250</b>	<b>Certain Growth, Landscape Maintenance &amp; Growth or debris which obstructs public way</b>
<b>8/31/2015</b>	<b>500 Block S. 3rd Street</b>	<b>6.58.260</b>	<b>Storage or Parking of Motor Vehicles-Residential Areas</b>

**CODE ENFORCEMENT**

<b><u>ADDRESS</u></b>	<b><u>SMC/Violation</u></b>	<b><u>ACTION</u></b>
300 BLK SUNWAY	WEEDS	CONTACTED OWNER-PULLED WEEDS
400 BLK N 10TH STREET	GOAT HEADS IN RIGHT OF WAY	CONTACTED PUBLIC WORKS
100 BLK E BARTLETT	DEBRIS	CORRECTION LETTER SENT
300 BLK VALLEYVIEW	WEEDS - DEBRIS	CONTACTED OWNER
1000 BLK GOODLANDER DR.	WATER INTO ROADWAY	CONTACTED OWNER-FIXED PROBLEM
1700 BLK W YAKIMA AVE.	NO YARD-BLOWING DUST	CONTACTER OWNER-WATERED DOWN DIRT
600 S 3RD STREET	WEEDS - DEBRIS	MET WITH OWNER-EVICTED RENTER AND CLEANED UP
800 BLK LANDCASTER	MOTORHOME INFRONT OF HOUSE	ADVISED I CAN ONLY ENFORCE WITHIN CITY LIMITS
800 BLK N 7TH STREET	WEEDS	CONTACTED OWNER - PULLED WEEDS
600 BLK W BARTLETT AVE.	WEEDS - DEBRIS	CONTACTED RENTER
800 BLK W NACHES AVE.	MOBILE SPEED SIGN NOT WORKING	CONTACTED POLICE DEPARTMENT
300 BLK PLESANT AVE.	MORNING GLORIES IN RIGHT OF WAY	CONTACTER PUBLIC WORKS
200 BLK DRISCOLL	VEHICLES PARKED ON UN-IMPROVED SURFACE	CONTACTED OWNER
100 BLK N 5TH STREET	WEEDS	CORRECTION LETTER SENT
200 BLK N 10TH STREET	WEEDS	CORRECTION LETTER SENT
300 BLK N 5TH STREET	WEEDS	CORRECTION LETTER SENT
600 BLK S 3RD STREET	WEEDS	CORRECTION LETTER SENT
100 BLK E HOME AVE.	WEEDS	CORRECTION LETTER SENT
1400 BLK W FREMONT AVE.	WEEDS	CORRECTION LETTER SENT
100 BLK E HOME AVE.	WEEDS	CORRECTION LETTER SENT
600 BLK W BARTLETT AVE.	WEEDS	CORRECTION LETTER SENT
500 BLK W FREMONT AVE.	FLOWERS OBSTRUCTING SIDEWALK	CORRECTION LETTER SENT

## August 2015 Animal Control Report

<u>DATE</u>	<u>LOCATION</u>	<u>PROBLEM/CONCERN</u>	<u>ACTION TAKEN</u>	<u>RESULT</u>
3-Aug	100 BLK W FREMONT	PITBULL RUNNING LOOSE	UNABLE TO LOCATE	
3-Aug	400 BLK PLESANT AVE.	LOOSE DOG	RETURNED TO OWNER	
4-Aug	100 BLK W FREMONT	PITBULL RUNNING LOOSE	UNABLE TO LOCATE	
5-Aug	100 BLK S 3RD STREET	DEAD SKUNK	PICKED UP & DISPOSED	
5-Aug	TORKELSON	SERVICE COMPANION QUESTION	ADVISED OF SMC	
6-Aug	100 BLK S 3RD	SKUNKS	OFFERED TRAP	OWNER CAUGHT SKUNK
6-Aug	900 BLK SPEYERS RD.	ANIMAL STUCK IN BBQ	DISMANTLED BBQ	FARRET RESCUED
10-Aug	600 BLK N 1ST STREET	DEAD CAT	PICKED UP & DISPOSED	
11-Aug	500 BLK S 1ST STREET	STRAY CATS	OFFERED TRAP	
14-Aug	TAYLOR LOOP	LOOSE DOG	ADVISED NOT IN CITY LIMITS	
17-Aug	POLICE DEPARTMENT	FOUND DOG	TAKEN TO HUMANE SOCIETY	
19-Aug	200 BLK W FREMONT AVE.	LOOSE DOG	RETURNED TO OWNER	
19-Aug	700 BLK SPEYERS RD.	DEAD SKUNK	PICKED UP & DISPOSED	
20-Aug	300 BLK E HOME AVE.	FOUND DOG	RETURNED TO OWNER	
20-Aug	700 BLK SPEYERS RD.	DEAD SKUNK	PICKED UP & DISPOSED	
21-Aug	300 BLK SOUTHERN AVE.	SKUNKS	OFFERED TRAP	OWNER CAUGHT SKUNK
23-Aug	500 S 1ST STREET	LOOSE DOG	RETURNED TO OWNER	
24-Aug	700 BLK W NACHES AVE.	DEAD CAT	PICKED UP & DISPOSED	
24-Aug	100 BLK W FREMONT AVE.	LOST CAT	UNABLE TO LOCATE	
27-Aug	300 BLK SOUTHERN AVE.	DEAD BIRD	PICKED UP & DISPOSED	
28-Aug	200 BLK W FREMONT AVE.	PITBULL RUNNING LOOSE	UNABLE TO LOCATE	
28-Aug	500 BLK N 14TH STREET	LOST DOGS	UNABLE TO LOCATE	
31-Aug	800 BLK W ORCHARD	LOST DOG	OWNER FOUND	
31-Aug	300 BLK W FREMONT AVE.	FOUND DOG	RETURNED TO OWNER	



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



**COUNCIL MEETING      ACTION ITEM**

**9/8/2015              I – 1**

**Title:** Approval of Minutes: August 25, 2015 Council Meeting and August 28, 2015 Council Retreat

**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  
August 25, 2015

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

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

B. Roll Call

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

Members Excused: Jane Williams; Allen Schmid

Staff Present: Don Wayman, City Administrator; Bob Noe, City Attorney; Gary Hanna, 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; Andrew Potter, Assistant to the City Administrator; Monica Lake, Executive Assistant

C. Pledge of Allegiance

Council Member Smeback led the Pledge of Allegiance. Deputy Police Chief Steen gave the prayer.

Q. Executive Session - ~~relocated~~

1. 30 Minute Session – Potential Litigation RCW 42.30.110 (1) (i)

Mark Fickes, Halverson Northwest, stated for the record his objection to the Executive Session, saying that it is not appropriate, and that the Washington Appearance of Fairness law it doesn't allow for Executive Sessions for potential litigation. He said that Council cannot discuss anything about the two hearings in the Executive Session, and asked that Council not go into Executive Session. He noted that City Attorney Noe disagrees with him on the matter

Mayor Gawlik noted his objection.

Council went into Executive Session at 6:34pm. At 7:00pm, Council went back on the record. Mayor Gawlik stated that no action was taken during the Executive Session.

D. Agenda Changes **None**

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

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

G. Communications

1. Oral

Mayor Gawlik opened the meeting.

Roy Sample, 1304 Heritage Hills Place, approached the podium and addressed the Council. He said that he is the representative for Zucker Sample LLC, and that he is requesting a reconsideration of Council's decision last meeting regarding item number ten of the Somerset II Resolution. He provided examples of other subdivisions that were approved without requiring a wider road, sidewalk, curb, and gutter, noting that Whispering Pines was done with the only requirement that of a twenty foot road.

City Attorney Noe responded that the matter cannot be heard that night, but it can be put on a future agenda.

Mr. Sample reiterated his request for reconsideration.

**Council Member Overby moved, and Council Member Tierney seconded, to reconsider the matter and set a date for the reconsideration of Somerset II. By voice vote, approval was unanimous.**

Greg Rock approached the podium and addressed the Council. He stated that he is an energy engineer, and wished to talk about initiative I-732 and their efforts to impact climate change in a positive way. He explained the difference between the initiative and the State's proposal as it pertains to both climate change and being fiscally conservative. He requested an opportunity to speak with Council Members at another date to explain why communities in Eastern Washington should support the initiative.

Wayne Petterson, representative for the Selah Kiwanis, approached the podium and addressed the Council. He said that their group has been involved with the Bikes for Kids project, giving away fifty bikes last year, but not one made it to a Selah resident, to this year they are changing that. He commented that they hope to give fifty bikes to Selah residents and fifty to others. He stated that the applications will be available the first half on November, and that there are no stipulations to apply. He urged those in the business community to support the Selah Kiwanis in this endeavor.

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

2. Written

a. Selah Downtown Association Monthly Report

H. Proclamations/Announcements **None**

I. Consent Agenda

**Council Member Overby moved, and Council Member Smeback seconded, to add M – 3 and N – 2 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: July 28, 2015 Council Meeting
- \* 2. Approval of Claims & Payroll:
  - Payroll Checks Nos. 78818 – 78863 for a total of \$257,304.93
  - Claim Checks Nos. 66211 – 66284 for a total of \$123,439.63
- \* 3. Resolution M – 3: Resolution Authorizing the Mayor to sign Amendment #1 to the Professional Service Agreement with the Yakima Valley Conference of Governments (YVCOG) For Professional Services to update the City Growth Management Act (GMA) Comprehensive Plan
- \* 4. Ordinance N – 2: Ordinance Amending the 2015 Budget for the Replacement of Carpet at City Hall

**Council Member Overby moved, and Council Member Smeback 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 Consider the Resolution Adopting the Selah Transit Development Plan, including the Annual Report for 2014 and Six-Year Plan 2015-2020

Assistant to the City Administrator Potter addressed J – 1.

K. New Business **None**

L. Old Business **None**

M. Resolutions

- 1. Resolution Upholding City Administrator decision approving Class 2 Use for six unit multiple family dwelling (926.45.15-02)

Mayor Gawlik asked the Council if they had received any ex parte communications about the matter.

All Council Members indicated they had not.

Mayor Gawlik noted for the record that there have been no ex parte communications.

**Council Member Sample moved, and Council Member Ritchie seconded, to hear Resolution M – 4 before Resolution M – 1.**

Council Member Sample stated that his reason is that both are related and the larger issue involves M – 4 versus M -1.

City Attorney Noe said that it is Council's pleasure as to the order they hear the items, adding that M – 1 was placed first as it is an open record hearing.

**Roll was called: Council Member Overby – no; Council Member Tierney – no; Council Member Smeback – no; Council Member Sample – yes; Council Member Ritchie – yes. Motion failed with two yes votes and three no votes.**

Mayor Gawlik stated that they will move forward with M – 1.

Community Planner Durant addressed M – 1. He said that the Resolution before Council is to uphold the City Administrator's approval of a six unit multiple family dwelling by Torkelson Construction Inc. He stated that they had received a binder of materials for the Class II Use Appeal, with additional exhibits added after they were prepared. He reviewed those items, which included a staff report with two attachments and several maps regarding the zoning of the subject property both in the County and after it was annexed into the City. He summarized the staff report, noting that, under Selah's Municipal Code, the reviewing official reviews the application and documentation, then prepares written findings and conclusions regarding the matter. He went on to say that the matter would normally go before the Planning Commission, but since the applicant is a member of the Commission the City Administrator felt it more appropriate that he make the decision; this project could stand on its own if the Planned Development and rezone were denied by Council. He discussed the issue regarding building height and architectural style, noting the height conforms with standards and the City has no standards that address architectural styles; the SEPA application for the larger project, which hadn't been finalized prior to the Class II approval; and the zoning concerns, using the maps provided to Council Members to illustrate his point. He indicated that rental units in Selah are at almost one hundred percent rented, which indicates a need for additional rentals, and that staff recommends upholding the approval subject to the conditions recommended.

City Administrator Wayman thanked Community Planner Durant for the thorough job he did, his outstanding assistance and the work he put in on the project. He stated that, as the one who signed off on the Class II, he asked hard questions regarding Title 10, regarding things such as setbacks and density for an R-2 zone. He strongly recommended that Council sustain the decision.

Council Member Ritchie remarked that Mr. Fickes had attached an exhibit to one of his briefs that mentioned the South Selah development and the closet connections, which don't appear to qualify as a connection for a multi-family development.

City Administrator Wayman responded that it was a causeway connection, and the remedy to what the Judge requested was to create a closet connection.

Council Member Sample remarked that he served on the Planning Commission in the 1990s, when the Growth Management Act (GMA) came about, and that they were charged with creating the various densities for Selah. He noted that the GMA was approved in 1997 after many public hearings, and that the City has simply carried on the County's R-2 zoning for the subject property.

Community Planner Durant agreed with Council Member Sample's comment about the zoning.

Mayor Gawlik asked if the appellant or proponent should speak first.

City Attorney Noe replied that the appellant would go first.

Mayor Gawlik requested that those in the audience who wished to come forward and speak please give consideration to others regarding time constraints and duplicated comments.

City Attorney Noe recommended that they swear in anyone providing testimony en masse.

Clerk/Treasurer Novobielski administered the oath to those who wished to speak.

Mark Fickes, Halverson Northwest, approached the podium and addressed the Council. He stated that he is the attorney for the Teskes, who are most effected by the application before them today. He talked about the need to protect Selah's residential communities, compatibility conflicts between multi-family and single family residential, and the developer's desire to have the maximum amount of units allowed per density, then walked Council through the exhibits he entered into the record.

Mayor Gawlik called for a recess.

**Council took a ten minute recess.**

Mark Fickes read a couple provisions from the City's Zoning Code regarding Class II uses, stating that this project obliterates almost every goal in the housing plan, and that there wasn't a single condition placed on it to mitigate impact to the neighborhood. He questioned the need to have the application processed ahead of the entire Planned Development, and wondered why the application hadn't been sent to either the Planning Commission or the Hearing Examiner rather than the City Administrator. His opinion was that this was one of the most unfair processes he'd been involved in, and that the City Administrator should have recused himself because of a conflict of interest due to him renting a residence from Mr. Torkelson, entering an email as an exhibit to support his claim. He commented that he had been required to go through a Public Records request process to obtain information, and that the Planning Department and City Administrator Wayman have treated the community unfairly. He questioned the permits given for foundations and footings during the time for appeals to be filed and not waiting until the SEPA had been completed on the entire development. He said that neither himself or his clients received notification of the rezone hearing, and read aloud a portion of the Hearing Examiner's recommendation of denial for the rezone. He felt that it was improper to provide a staff

report on the appeal, then reviewed the findings and what he felt was in error or fundamentally wrong with them. He ended by saying that the Class II Use permit should be denied.

City Administrator Wayman remarked that he was exploring purchasing a home in Selah, then decided to rent, and that he has no other relationship with Mr. Torkelson other than as renter and landlord, respectively. He added that he plans to build in the future, but hasn't chosen a builder for the project.

City Attorney Noe observed that Council should hear from the proponent before the general public speaks.

John Teske 182 Lancaster Road, approached the podium and addressed the Council. He expressed his appreciation for the opportunity to speak to them, giving a bit of history regarding his residence and the improvements he's made to it over the years. He stated that he is not anti-development, having three acres himself that he plans to develop in the future, but he felt the proposed development was incompatible with the surrounding neighborhood and that the City appears to be acting as an advocate for the developer rather than taking the public good into account. He expressed his surprise at finding out the property was zoned R-2, and felt it absurd to put the development in a neighborhood of half acre or larger lots. He brought up the issue of the City Administrator reviewing a Class II application submitted by the person he rents from, and wondered if the City wished to be known for conducting its business this way. He wondered why the developer chose to start with the back lots when he had several to choose from, noting that he knew full well where his vocal opponent lived. He talked about the difficulty of ordering a developer to tear down units if Council decides against him, what he felt was a one-sided approach to take away the decision-making authority of the Council, and the lack of common sense used when reviewing the proposal. He referenced the decision made regarding Somerset II regarding an alley to be used as a private road, and stated that the developer knew all along that he would be going back to submit for a Planned Development for the property. He urged the Council to be the voice of common sense, and balance the scales of fairness and reasonableness by overturning the Class II Use approval, turning the tide on irresponsible development in Selah.

Helen Teske, 182 Lancaster Rd, approached the podium and addressed the Council. She talked about the history of both her family in Selah and the property their house resides on, which was purchased by her parents and given to her and her husband. She talked about the amenities of their house and the deterioration of the quality of life by approving a development such as this. She felt sure that most people, including Council Members, would prefer not to have a project like this close to where they lived, adding that there is a sense of bulk and denseness from the units already constructed. She prayed that Council would have the strength and courage to make the right decision by repealing the Class II Use on the northernmost lot of the Whispering View Development.

Ken Harper, Menke Jackson Beyer, LLP, approached the podium and addressed the Council. He stated that the law will not support a decision based on community displeasure; this case is about the legal standards of Selah's codes, but Mr. Fickes pulls City staff and the developer into his argument, blames staff for their handling of records requests, and argues that the Planning staff and City administrator treated the community unfairly. He noted that there was no appeal of the SEPA, and that the SEPA analysis for the Class II Use Review was folded into the Planned Development SEPA decision. He went on to say that there is nothing in the code that prevents the issuing of building permits, and that Mr. Torkelson received a letter from City Attorney Noe outlining the risk involved in building before a

decision was made on the appeal. He remarked that Mr. Fickes makes number of direct comments and insinuations regarding City Administrator Wayman's integrity, but the City's attorney explained that there is no appearance of fairness violation. He referred to a large photograph entered as an exhibit by the appellant's attorney, noting that there were no conditions to mitigate the impact of these structures on the surrounding neighborhood, and that Mr. Torkelson has a property right to build twelve units per acre per the Comprehensive Plan. He referred Council to the brief he filed as additional reference, asking that they remember they would be required to explain the decision they make in a court of law if the majority choose to overturn the Class II Use Review.

Carl Torkelson, 101 Heritage Hills, approached the podium and addressed the Council. He explained that the reasoning behind building from the back forward is to minimize construction equipment driving through areas where people are living, and that he requested a Class II because he was running out of work for his crews. He stated that he was approached by one of the people collecting signatures on the petition, who obviously didn't know who he was, and that the person was giving people misinformation about his project. He said that the connections to attach these buildings were approved by Judge Hackett in court, and that they're called closet connections because they had to serve a utility. He added that, prior to him buying the property from Mr. Bowers, the man had talked with the Teskes about purchasing the property, informing them that it was zoned R-2, and they opted not to purchase it. He referred to the Hearing Examiner's findings and conclusions regarding setbacks, adding that he went up the neighborhood two Council Members reside in, measured from house to house across the street and found that those houses were the same distance apart as his buildings are from the Teskes' house. He submitted a pictures regarding the Teskes' house, which showed few windows on the south side, while having ample in the front. He finished by saying that City Administrator Wayman has a rental agreement with him, and pays the same amount as his other renters, with nothing to gain or lose by approving a Class II.

Council Member Ritchie asked that he describe what room the closet connection is in.

Mr. Torkelson responded that it's on the first level, usually right off living room, and is functional on one side.

Council Member Ritchie wondered if it was floor to ceiling.

Mr. Torkelson replied that it's like walking into a pantry; it holds whatever you want to hold.

Council Member Ritchie inquired if the back wall is the back wall of a closet on neighboring room.

Mr. Torkelson responded in the negative, saying that the closet connection serves one and abuts the other.

Council Member Ritchie commented that her issue with the order from Judge Hackett was whether he went back to court and got another order saying the closet connection was acceptable.

Mr. Torkelson stated that he brought the proposed closet connection to the Judge and it was accepted, then shortly thereafter the South Selah folks quit pursuing appeals; it was approved by the Judge directly.

Council Member Ritchie asked if, given his familiarity with the redraft, he would reapply under the new Chapter 10.24 if his Class II was denied.

Mr. Torkelson replied that he would not, as he would appeal in Superior Court. He added that he has no interest in doing a Planned Development under the new 10.24.

**Council took a ten minute recess.**

Mayor Gawlik opened the meeting for public statements, starting with those who spoke for the appellant.

Stella Whitehead approached the podium and addressed the Council. She said that the home she lives in was built by her parents in 1968, and that she lived next door to the Teskes. She commented that the project is in her line of vision as well, and stated that she agreed with the things said by the Teskes and Mr. Fickes. She felt the whole project was incompatible with the neighborhood, and that it reminded her of a bad marriage due to incompatibility. She added that there is an overwhelming wall of dense development compared with the surrounding area, and that it doesn't make sense. She urged the Council to repeal the Class II approval and have the developer find a better solution that is more compatible with the surrounding area.

Wayne Worby, 200 Weems Way, approached the podium and addressed the Council. He remarked that this whole thing is an emotional issue with a lot of ramifications as a result. He corrected Community Planner Durant, saying that the information he got from the County showed that it was proposed to change from R-1 to R-2 in 1999, and was adopted without notice in 2000, then brought into the City as medium density. He opined that the appearance of a possible conflict of interest is almost as important as whether one happened, and that he has discussed with Mayor Gawlik why he feels City Administrator Wayman shouldn't hear Class II matters, but should send them to the Hearing Examiner. He also pointed out that the closet connection isn't on the first floor; level one is the second floor of the units. He provided a bit of background as to why he started looking into Planned Developments to begin with, and that Mr. Torkelson had discussed with him how to go about doing one. He stated that City attorney Noe arrived at a conclusion regarding the Bowers property that indicated an error, and the application was then withdrawn.

City Attorney Noe responded that he did not use that word.

Mr. Worby asked him to confirm that he didn't use the word 'withdraw'.

City Attorney Noe replied that he didn't use it as the basis for his conclusion.

Mr. Worby said that, in the short plat application, Mr. Torkelson wanted to have duplexes on each lot along with a twenty foot road designed to serve those eight duplexes. He reminded Council of their decision regarding the Somerset II private road, and that Mr. Torkelson had said earlier that evening that he wouldn't build a Planned Development under the new version of 10.24. HE felt that one can't minimize compatibility, and urged the Council to do the right thing in not allowing this development to continue.

Shirley Johnson Hoy approached the podium and addressed the Council. She said that she agreed with the Teskes and their lawyer, as what's being developed isn't good for City or school traffic. She remarked that Selah is known as a veteran community, and asked why the developer couldn't build homes with yards and sidewalks for kids.

David Gordon, 90 Columbus Way, approached the podium and addressed the Council. He observed that it's been quite educational listening to how things operate. He said that his family moved to the area approximately five years ago, and that he wasn't too excited to hear about a forty-eight home development below his house. He remarked that he discussed a retaining wall with Mr. Torkelson, feeling that it would help with safety issues for the folks living in the area. He noted that he's looking into moving further out from town to avoid having another large development so close to where his family lives.

Mayor Gawlik closed the public meeting.

Community Planner Durant clarified that the letter sent to Mr. Torkelson stated that he could proceed at his own risk. He addressed the matter of timing, saying that the letter sent to Mr. Torkelson was notifying him of the appeal, and that the timing is consistent with the filing of the appeal. He noted that the City doesn't have anything in the Code that requires a stay regarding permits with an appeal is filed, unlike Yakima County.

Mayor Gawlik asked Council if they have questions or need clarification on anything.

Council Member Ritchie requested that City Administrator Wayman be sworn in.

Mayor Gawlik swore him in.

Council Member Ritchie asked when he started with the City.

City Administrator Wayman replied that it was May 1, 2015.

Council Member Ritchie inquired when Mr. Torkelson applied for a Class II review.

Community Planner Durant responded that it was May 19<sup>th</sup>.

Council Member Ritchie asked City Administrator Wayman if he lives in Whispering View.

City Administrator Wayman replied that he lives in the third townhome, at 200 Breezy Way.

Council Member Ritchie wondered when he signed the lease.

City Administrator Wayman responded that he signed it three days prior to starting work.

Council Member Ritchie asked that he confirm no personal relationship with Mr. Torkelson aside from work, and no socializing.

City Administrator Wayman replied that he has shared a beer with him.

Council Member Ritchie inquired if it was more than one.

City Administrator Wayman responded in the affirmative.

Council Member Ritchie wondered if he was aware of the Planned Development application when he approved the Class II review.

City Administrator Wayman replied that he was aware of the Planned Development but not aware of a Class II at the same time.

Council Member Ritchie restated that, when he received the Class II application, he knew it was part of a larger development.

City Administrator Wayman responded in the affirmative.

Council Member Ritchie Laura asked if that was the first Class II he had reviewed.

City Administrator Wayman replied in the affirmative.

Council Member Ritchie inquired as to what record he used in making his decision.

City Administrator Wayman responded that he had an entire package put together for the Class II application; it was presented for review and he approved it.

Council Member Ritchie wondered if it was the same one given to the Hearing Examiner.

City Administrator Wayman replied in the negative, saying that the Class II was a modification to the existing unit.

Council Member Ritchie asked if he had letters from the community provided for his review.

City Administrator Wayman Don responded in the affirmative.

Council Member Ritchie commented that the review didn't include sewers or a traffic study.

City Administrator Wayman stated that there was an ongoing SEPA review at that time.

Council Member Overby asked for clarification regarding the connection, wondering if sharing a common wall would be approved.

Community Planner Durant replied in the affirmative, noting that the closet also serves as a physical connection.

Council Member Sample remarked that several facts regarding Somerset II are inaccurate. He read from the Hearing Examiner's report regarding the issue of density, saying that the Examiner stated that wasn't really a factor. He commented that there is not substantial evidence that rentals will have an adverse effect, and that he doesn't believe the Council can legislate as to whether they can be rentals. He noted that there are a number of single family residences within Selah that are rental properties as well. He talked about attending the Planning Commission meetings regarding the rewrite of 10.24, and that those attending didn't want a better version, they wanted it gone.

Council Member Tierney had no comment.

Council Member Smeback said that he was thorough in reviewing the materials provided, starting with City Administrator Wayman's Class II review. He remarked that he was serving on the Council when some County residents approached the City about an annexation, and that there was a lot of discussion about the R-2 zoned property and whether to leave it zoned that way. He noted that people were informed as part of the process of annexation. He stated that he also discovered that City administrator had enlisted the help of Community Planner Durant, Public Works Director Henne, and other staff, as well as reviewing it with City Attorney Noe. He observed that the bone of contention is the issue of compatibility, and shared with his fellow Council Members some photos he'd taken of the area. He indicated Mr. Teske's house, saying that it is a three story house with a daylight basement.

Mr. Teske responded that he is looking at the one side with a daylight garage, and that the only side to have a second story in the north side, which makes it inaccurate to call it a three story house.

Council Member Smeback replied that he sees a garage with two stories on top, as it's a daylight basement, not a hidden one.

Mr. Teske stated that he doesn't have a three story home as he understands the definition of one.

Council Member Smeback pointed out that the nearby barn has a peak of roughly thirty to thirty-two feet tall.

Mr. Teske responded that the barn sits far away from where he lives, and he has no idea how tall it is.

Council Member Smeback addressed the issue of neighborhood compatibility, saying that within a thousand feet of the Teskes' home are some very nice homes along with some mobile homes and older homes, and a mobile home court within a hundred feet. He remarked that Council has to pay attention to codes and ordinances when making their decision.

**Council Member Smeback moved, and Council Member Overby seconded, to Approve the Class II Review and Deny the Appeal.**

Council Member Ritchie commented that it's a hard decision, and that she wished City Administrator Wayman had sent the matter to the Hearing Examiner. She felt that it would be appropriate to remand the matter back to the Hearing Examiner.

**Council Member Ritchie moved to remand the decision to approve the Class II Review to the Hearing Examiner for his determination as to approval.**

Mayor Gawlik noted that there is a counter-motion on the table.

City Administrator Wayman stated that it would get remanded to the Planning Commission, not the Hearing Examiner.

**Council Member Ritchie altered her motion to remand the decision to the Planning Commission, not the Hearing Examiner.**

**Roll was called on the approval of the Class II review and denial of the appeal: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – no; Council Member Ritchie – no. Motion passed with three yes votes and two no votes.**

**Council Member Ritchie's counter motion died.**

2. Resolution adopting the Selah Transit Development Plan, including the annual report for 2014 and six-year Plan 2015-2020

Assistant to the City Administrator Potter addressed M – 2. He briefly touched on the reason for the adoption of the annual report and six year plan, reminding Council of the required Public Hearing held earlier that night.

**Council Member Overby moved, and Council Member Smeback seconded, to approve the Resolution adopting the Selah Transit Development Plan, including the annual report for 2014 and six-year Plan 2015-2020. Roll was called: Council Member Overby –yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Ritchie – yes. By voice vote, approval was unanimous.**

- \* 3. Resolution Authorizing the Mayor to sign Amendment #1 to the Professional Service Agreement with the Yakima Valley Conference of Governments (YVCOG) For Professional Services to update the City Growth Management Act (GMA) Comprehensive Plan
4. Resolution Approving the Preliminary Plat of “Whispering Views Estates” (912.45.14-02) and Adopting Findings and Conditions of Preliminary Plat Approval.

Community Planner Durant addressed M – 4. He said that the Resolution approving the preliminary plat and the Ordinance approving the rezone to Planned Development go hand in hand. He remarked that the Hearing Examiner had recommended denial only on the basis of incompatibility of the top tier of lots with surrounding land uses, but that staff recommends that Council overturn the Hearing Examiner's recommendation and approve the preliminary plat and Planned Development. He noted that the same argument made for the Class II review apply, and that the City doesn't have standards to deal with view obstruction or architectural styles. He recommended approval with the conditions listed on the Resolution.

Council Member Overby noted that the Class II shows only six units.

Community Planner Durant replied that it showed eight, with two large open space tracts for recreation space, and that the density is met over the entire development. He noted that the applicant would prefer to do the Planned Development and possibly abandon the Class II.

Council Member Overby wondered if they were closet connections or freestanding.

Mr. Torkelson responded that they are freestanding.

Council Member Smeback observed that the plat design has an area with eight additional parking spots, and that the road in the southeast corner has an 's' design.

Community Planner Durant replied in the affirmative.

Council Member Smeback asked for confirmation that it has two entrances.

Community Planner Durant responded in the affirmative.

Council Member Tierney asked Fire Chief Hanna if the 's' curve is sufficient to handle all emergency equipment or other responding agencies through mutual aid.

Fire Chief Hanna replied that it's adequate for their largest vehicles, which are typical of other departments, although he isn't sure about the ladder truck from Yakima.

Council Member Tierney inquired if he was satisfied with it.

Fire Chief Hanna responded that, as a secondary access, his opinion when reviewing was that the distance exceeding the grade was short, and it's wide enough provided there's no parking on either side. He noted that the radius of the turn has been checked.

**Council took a ten minute recess.**

Mr. Harper approached the podium and addressed the Council. He drew their attention to a series of photographs that capture one key part of the Planned Development as reflected in other Torkelson Construction projects throughout Selah.

Mr. Fickes objected to the introduction of new evidence.

City Attorney Noe replied that, if he says it's already on record, he can continue.

Mr. Harper continued, pointing out that nothing that shows a diminishing of the areas where these projects are, and that their view is approval with the conditions reflected in the staff report.

Council Member Overby suggested imposing a time limit of five minutes for testimony.

Mayor Gawlik stated that they will be limited to five minutes.

Mr. Fickes approached the podium and addressed the Council. He objected to the hearing, saying that neither himself or the Teskes received notice of the rezone. He said that the Hearing Examiner's decision should be upheld, and that Mr. Torkelson has to show his reasons for the rezone. He referred Council to his briefs, noting that a rezone is different from a Class II review, and that he thinks the record overwhelmingly shows this should be denied. He felt that the decisions made tonight were inappropriate and unfair.

Mr. Teske approached the podium and addressed the Council. He spoke briefly about the Hearing Examiner's recommendation of denial, saying that Planned Developments aren't required parts of municipal code and that this subdivision is incompatible with the existing neighborhood. He remarked that the decision made tonight will be felt way into the future, and urged them to please take the matter seriously.

Mr. Worby approached the podium and addressed the Council. He said that there is an issue as to whether it's a legal application. He stated that he examined the file and also talked with Community Planner Durant, holding up a copy of an application as he talked.

City Attorney Noe observed that he was showing new evidence, not part of the record.

Mr. Worby replied that it's exactly his point.

Mr. Harper stated his objection to the new evidence.

Mr. Worby responded that it isn't a new application; it was withdrawn a couple months later verbally, and that a subsequent application wasn't put in place. He asked Community Planner Durant to confirm that he asked him about the matter.

City Administrator Wayman stated that cross examining is not appropriate.

City Attorney Noe reminded Mr. Worby that this is a closed record hearing, and he cannot continue to discuss the matter.

Council Member Overby added that he was at the five minute limit as well.

Ms. Johnson Hoy approached the podium and addressed the Council. She wondered if they had gotten three fire hydrants in the Planned Development.

City Administrator Wayman responded in the affirmative.

Council Member Ritchie asked if anyone had a copy of the Ordinance that gives decision making criteria for rezoning.

Council Member Smeback said that the Hearing Examiner contradicted himself when it came to the matter of compatibility and seemed to give up on making a decision about it. He noted that there are a substantial amount of people in the community who fit the development being proposed, and that he feels the proposal is compatible with a good share of those in the community who are buying or renting these things as fast as they are built.

Council Member Tierney agreed with Council Member Smeback regarding the Hearing Examiner's recommendation.

Council Member Sample had no comment.

Council Member Overby remarked that everything that could be said has been, and that references to the proposed 10.24 rewrite are irrelevant as it hasn't even been adopted by Council. He commented that it may be the last time they see anything like this in Selah again, adding that the Council has to follow the rules as they exist.

Council Member Ritchie observed that upholding the Class II Review takes the matter out of the Hearing Examiner's hands. She stated that the code is defective, which is why it is currently being worked on, and touched on the concerns regarding sidewalks and safety that she expressed at the last meeting when discussing Somerset II. She wished there were stricter standards in place regarding density.

**Council Member Smeback moved, and Council Member Overby seconded, to approve the Resolution Approving the Preliminary Plat of "Whispering Views Estates" (912.45.14-02) and Adopting Findings and Conditions of Preliminary Plat Approval. Roll was called: Council Member Overby –yes; Council Member Tierney – no; Council Member Smeback – yes; Council Member Sample – yes; Council Member Ritchie – yes. Motion passed with four yes votes and one no vote.**

N. Ordinances

1. Ordinance Amending Ordinance No. 1634 Zoning Map Amendment No. 914.45.14-01 Rezone to Planned Development

Community Planner Durant addressed N – 1. He stated that this is the second part of the decision to be made regarding the Planned Development.

**Council Member Smeback moved, and Council Member Tierney seconded, to approve the Ordinance Amending Ordinance No. 1634 Zoning Map Amendment No. 914.45.14-01 Rezone to Planned Development. Roll was called: Council Member Overby –yes; Council Member Tierney – no; Council Member Smeback – yes; Council Member Sample – yes; Council Member Ritchie – yes. Motion passed with four yes votes and one no vote.**

- \* 2. Ordinance Amending the 2015 Budget for the Replacement of Carpet at City Hall

O. Reports/Announcements

1. Mayor

Mayor Gawlik had no report.

2. Council Members

Council Member Ritchie had no report.

Council Member Overby had no report.

Council Member Sample had no report.

Council Member Tierney had no report.

Council Member Smeback had no report.

3. Department

Fire Chief Hanna said that he applied for a FEMA grant last December, to replace their SCBA units, and that he was notified last Friday that they have been awarded a three hundred and twenty-eight thousand dollar grant for equipment replacement.

Public Works Director Henne had no report.

Community Planner Durant had no report.

Police Chief Hayes had no report.

Recreation Manager Brown had no report.

City Administrator Wayman had no report.

City Attorney Noe had no report.

4. Boards

a. Planning Commission Minutes – August 4, 2015 Meeting

P. Executive Session

1. 30 Minute Session – Potential Litigation RCW 42.30.110 (1) (i) **RELOCATED**

Q. Adjournment

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

The meeting adjourned at 12:14 am.

\_\_\_\_\_  
John Gawlik, Mayor

\_\_\_\_\_  
Paul Overby, Council Member

\_\_\_\_\_  
John Tierney, Council Member

\_\_\_\_\_  
Dave Smeback, Council Member

\_\_\_\_\_  
EXCUSED  
Allen Schmid, Council Member

\_\_\_\_\_  
Roy Sample, Council Member

\_\_\_\_\_  
EXCUSED  
Jane Williams, Council Member

\_\_\_\_\_  
Laura Ritchie, Council Member

ATTEST:

\_\_\_\_\_  
Dale E. Novobielski, Clerk/Treasurer

**Selah City Council Retreat**  
Friday, August 28, 2015  
8:30am — 4:00pm  
Yakima convention Center

**A. Call to Order & Roll**

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

**Members Excused:** Allen Schmid

**Staff Present:** Donald Wayman, City Administrator; Andrew Potter, Assistant to the City Administrator; Monica Lake, Executive Assistant

Mayor Gawlik welcomed everyone to the meeting, and turned it over to City Administrator Wayman.

City Administrator Wayman spoke briefly about the procedure for the meeting, then moved on to the first discussion topic.

1. **Priority for Facilities**
  - a. **Police Station / City Hall**
  - b. **Civic Center**

Council discussed which facility to make a priority, whether to renovate or build a new Civic Center, the current Police Station contract and disadvantage of its location, timing for putting bonds on the ballot, the look of the facilities, and the option of eventually transferring the Civic Center and Parks & Recreation programs to the SPRSA as they serve more of the community than simply the City residents.

**Council Member Tierney left the meeting.**

Discussion continued, moving on to the refinance of the Marudo property loan, the three-tenths tax for emergency services, and using solar or geothermal energy for the new facilities if applicable.

2. **Public Works**
  - a. **Full-time City Planner**
  - b. **Additional Code Enforcement/Stormwater person**
  - c. **Downtown Beautification**
    - i. **Part-time Staff Person to maintain**

Council discussed using a part-time planner for 2015, with a general agreement that the City's needs would be better served by hiring another full-time planner.

The need for an additional code enforcement/stormwater person was discussed, with City Administrator Wayman noting that this would put Officer Knox under Police Chief Hayes for animal control, court security, and parking tickets. Also mentioned was the need to make the building inspection process more efficient, to allow more time for code enforcement.

Discussion on beautification and the Selah Downtown Association (SDA) touched on the role of the SDA, building facades, signage directing people into town, the trolley association, the disconnect of the City from the SDA and possible ramifications resulting from that, and who would absorb the expense for buying and maintaining potted plants around town.

**Council Member Tierney rejoined the meeting.**

**Council took a fifteen minute break from 10:40 – 10:55am.**

3. Fire Department
  - a. Part-time Administrative Employee

City Administrator Wayman explained Fire Chief Hanna's request for a part-time administrative employee, noting that it will be included in the 2016 budget proposal.

4. Special Zoning Districts

City Administrator Wayman said that he and Dick Graf have discussed special zoning districts and looking into redeveloping some of the more blighted properties in town, most of which are zoned R-2 but not mixed use. Discussion followed, with the general agreement that it's worth exploring. Item number nine was discussed immediately following, as it was felt to be a continuation of the same discussion.

9. *Attracting Commercial and Industrial Development*

Council Member Smeback gave a brief presentation on his ideas to help the downtown area and what could be done with the old dump on Speyers. Discussion followed on how to promote the City, rezoning three of the Marudo properties (Parcel Nos. 181436-12421, 12422, 21424) to industrial, the possibility of a Trader Joe's distribution center a few years back, actively marketing City-owned properties, and adding the rezone to the comp plan amendments to be presented to the Planning Commission.

5. Council Member Salary Increase

Dave if attract good people to apply and serve in community need to incentivize them a little bit for both Mayor and Council Members, gave a bit of history, compensation needs to be increased, canvas other communities and see what others are paid

Discussion. Maybe do incentives, pay by attended meeting, other obligations besides just attending the Council Meetings, do before election so can apply to newly elected people

Don – have City staff do survey

6. New City Employee Pay Ordinance

City Administrator Wayman talked about the former Administrator's idea to tie incentive pay increases, and the COLA, to performance reviews, and offered an example from his previous employment on the negative side of linking increases to reviews. Discussion followed on what could be offered to staff as incentives, such as offering special training to those who are higher rated, comp time, or other things that don't involve effecting the COLA or their salaries..

**Council took a break for lunch from 12: 30 – 1:00pm.**

Add-on Item: Human Resources Director Position

City Administrator Wayman addressed the need to have an HR Director, and his desire to promote Assistant to the City Administrator Potter to the position. Discussion included the position's responsibilities, the need to have someone keeping an eye on health care issues and the City's current medical insurance coverage, what projects Mr. Potter is currently involved in, dealing with progressive employee discipline issues, and having someone who is an expert and can educate the other department heads on personnel and policy matters.

7. Chapter 10.24 Rewrite

Discussion on why there are Planned Developments, and the pros and cons of the new Ordinance. Council agreed that they would like to have a Study Session with the entire Planning Commission prior to the item being on the Council Agenda.

8. Potential Changes to the Selah Municipal Code

A brief discussion on GMA terms versus City of Selah terms.

9. RELOCATED

10. Round Table Discussion with Department Heads

Police Chief Hayes gave a quick budget update, then explained their policy for recognizing and rewarding high performers, the process for lower-performing employees, the benefits of Lexipol, and how moving Officer Knox back to the Police Department will make things more effective.

Fire Chief Hanna gave a brief explanation of his 2016 budget and his work with Clerk/Treasurer Novobielski to straighten out some of the coding, purchasing two more combo brush trucks in 2016 and a new engine in 2017, the SCBA apparatus grant and match funds, and his need for a part-time administrative person.

Public Works Director Henne Talked about replacing the waterlines along the Valleyview Avenue/ Third Street/ Southern Avenue loop, making an application to the Department of Energy for Taylor Ditch improvements they've been working on, the benefit of having a new stormwater/code enforcement person, stormwater requirements, the potential expense involved in hiring a part-time person to maintain flowers and such for beautification, and having a full-time planner versus a part-time one.

Recreation Manager Brown briefly touched on his budget, the status of the Volunteer Park project, his new Recreation Coordinator's desire to run a ball tournament, an update on the Woods Field light repair, the pool bond, and janitorial needs for the Civic Center.

Clerk/Treasurer Novobielski discussed his part-time worker's hours and the projects she's worked on, the utility billing software upgrade, the current status of utility tax revenues, the need to purchase a vehicle for the City Administrator, and gave a brief update regarding the Marudo loans.

11. Adjournment

The meeting adjourned at 4:00pm.



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



**COUNCIL MEETING      ACTION ITEM**

**9/8/2015      1 – 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**

**9/8/2015      M – 1**

**Title:** Resolution Authorizing the Mayor to Sign an Agreement for Animal Sheltering/Disposal Services between the City of Selah and the Humane Society of Central Washington for Calendar Year 2015

**Thru:** Donald Wayman, City Administrator

**From:** Richard Hayes, Chief of Police

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** No real fiscal impact because we paying the contract prices now.

**Funding Source:** 001.000.054.554.30.41.00

**Staff Recommendation:**

To Approve

**Background / Findings & Facts:**

The Yakima Humane Society currently provides animal sheltering and disposal for animals impounded by our city's animal control officer and are willing to continue doing so, but under a contract.

**Recommended Motion:**

Approve the Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT  
FOR ANIMAL SHELTERING/DISPOSAL SERVICES BETWEEN THE CITY  
OF SELAH AND THE HUMANE SOCIETY OF CENTRAL WASHINGTON  
FOR CALENDAR YEAR 2015

WHEREAS, the Humane Society for Central Washington operates an animal shelter and is engaged in performing the general services of the Society within the County of Yakima, Washington; and

WHEREAS, the City requires use of an animal shelter for sheltering and disposal services of animals impounded by the City's Animal Control Officers; and

WHEREAS, the City has previously contracted with the Society for sheltering and disposal services of impounded animals at the Society's animal shelter; and

WHEREAS, the Society is willing to continue providing animal sheltering and disposal services to the City in accordance with the terms and conditions of the attached agreement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign an agreement with the Humane Society of Central Washington for the calendar year 2015.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON this 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
John Gawlik, Mayor

ATTEST:

\_\_\_\_\_  
Dale E. Novobielski, Clerk Treasurer

APPROVE AS TO FORM:

\_\_\_\_\_  
Robert Noe, City Attorney

RESOLUTION NO. \_\_\_\_\_

## **ANIMAL SHELTERING/DISPOSAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between the CITY OF SELAH (hereinafter referred to as the "City") and the HUMANE SOCIETY OF CENTRAL WASHINGTON, a non-profit corporation (hereinafter referred to as the "Society").

WHEREAS, the Society operates an animal shelter and is engaged in performing the general services of the Society within the County of Yakima, Washington; and

WHEREAS, the City requires use of an animal shelter for sheltering and disposal services of animals impounded by the City's Animal Control Officers; and

WHEREAS, the City has previously contracted with the Society for sheltering and disposal services of impounded animals at the Society's animal shelter; and

WHEREAS, the Society is willing to continue providing animal sheltering and disposal services to the City in accordance with the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed by and between the City and the Society as follows:

### **1. SOCIETY'S OBLIGATIONS**

#### **I. IMPOUNDED ANIMALS**

Upon delivery by the City, the Society shall board all animals impounded by the City's Animal Control Officers:

- a. The Society will furnish animal shelter facilities located at 2405 West Birchfield Road in Yakima, Washington.
- b. The Society will provide proper food, water, shelter and other humane treatment for such animals while they are in the Society's possession and until placed or otherwise humanely disposed of by the Society.
- c. The Society will hold all impounded animals at the Society's facility in accordance with the applicable City code;
  - i. Dogs wearing a dog tag, tattoo or microchip will be held for five (5) business days, and
  - ii. Dogs not wearing a dog tag, tattoo or microchip will be held for three (3) business days.
  - iii. Unclaimed animals will become the property of the Society on the day such animals are released from impound status according to applicable City code. The proceeds received by the Society from the sale of such released animals shall belong to the Society.
  - iv. Cats and other small animals of similar size are exempt from this holding period.

- v. Injured or sick dogs are exempt from this holding period.
- d. The Society will hold evidence dogs, including bite dogs, as necessary in accordance with the fee schedule listed in Section 3: Subsection VII of this Agreement.
- e. The Society will accept stray and owner surrender animals of City residents as space constraints allow.
  - i. The Society will not charge the City for any stray or owner surrender animals of City residents, except as authorized by City's Animal Control Officers.
  - ii. The Society shall charge City residents for the acceptance of any such stray or owner surrender animal at its discretion.
- f. The Society will maintain suitable office hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or for the redemption of impounded animals.

**II. REDEMPTION OF ANIMALS**

- a. The Society will collect an impound fee from the owners of any impounded dog that is redeemed by its' owner per the City ordinance. All such collected fees shall be remitted to the City with monthly billing.

**III. ISSUE LICENSES, COLLECT FEES, AND KEEP RECORDS**

- a. The Society will diligently issue and process applications for dog licenses for all impounded dogs owned or harbored by residents of the City.
- b. The Society shall not release an unlicensed animal to an owner that resides within the City until a license has been purchased with the appropriate copies of the license distributed to the owner and the City, and license tag delivered to the animal owner.
- c. The Society shall keep full and accurate records of all persons to whom dog licenses have been issued. It shall maintain a record of all animals taken into custody and impounded, showing the date, place, reason, and manner whereby animals were brought into custody with a description of the animal and a record of its final disposition.
  - i. The Society shall submit a report of such once a month with billing.
- d. The Society shall collect from the owner of any redeemed animal the appropriate licensing fees as required by City code.
- e. The Society shall remit such collected fees and licensing documentation to the City once a month with billing.
- f. The Society, as additional compensation for services rendered hereunder, shall collect a five (\$5.00) dollar agent fee for the sale of each City dog license from the animal owner.

**IV. DISPOSAL OF DEAD ANIMALS**

- a. Upon delivery by the City, the Society will properly dispose of all dead animals (dogs, cats, and other small animals of similar size) in accordance with the fee schedule listed in Section 3: Subsection VII of this Agreement.
  - i. The Society does not dispose of farm animals, including cattle, horses or other animals of similar size.

**V. INSURANCE**

- a. The Society shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect the Society from claims for damages for personal injury, including accidental and wrongful death, as well as from services rendered under this agreement, whether such services be by the Society, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall provide for limits of not less than \$1,000,000 per occurrence.
- b. The Society shall furnish the City with policies or certificates of insurance to demonstrate that the Society has procured such insurance and that the City has been named as an additional insured therein.
- c. Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days written notice shall be given to the City prior to modifications, cancellation, or reduction in coverage of such insurance.

**VI. SOCIETY'S INDEPENDENT CAPACITY**

- a. The Society and the City understand and expressly agree that that the Society is an independent contractor in the performance of each and every part of this Agreement.
- b. Any necessary administrative or procedural changes, which may occur from time to time during the period of the contract, shall be administered between the City and the Executive Director or the Director of Operations of the Society.

**VII. NONDISCRIMINATION PROVISION**

- a. During the performance of this Agreement, the Society shall not discriminate on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include, but not be limited to, the following; employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

**VIII. NO CONFLICT OF INTEREST**

- a. The Society represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Society further covenants

that it will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.

**IX. COMPLIANCE WITH LAW**

- a. The Society agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

**X. DELEGATION OF SERVICES**

- a. The services provided for herein shall be performed by the Society, and no other person other than regular associates, volunteers or employees of the Society shall be engaged upon such work or services except upon written approval of the City.

**XI. ASSIGNMENT**

- a. This Agreement, or any interest herein, or claim under, shall not be assigned or transferred in whole or in part by the Society to any other person or entity without the prior written consent of the City. In the event such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Society as stated herein.

**2. CITY/COUNTY OBLIGATIONS**

**I. SUPPLY ALL CERTIFICATES AND LICENSES**

- I. The City shall purchase and supply to the Society all such dog license certificates, numbered (metallic) tags, and receipt forms as shall be required by the Society in the carrying out of its responsibility under this contract.

**II. INDEMNIFICATION AND HOLD HARMLESS**

- a. The City shall hold the Society harmless from any and all claims arising out of its handling and caring for animals delivered to it by the City, except insofar as such claims arise from actions of the Society which are in violation of this Agreement.

**3. CONSIDERATIONS**

**I. INTEGRATION**

- a. This written document constitutes the entire Agreement between the City and the Society. 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. This Agreement supersedes any and all previous agreements between the parties.

**II. NOTICES**

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

TO CITY: Mayor  
City of Selah  
115 W. Naches Ave.  
Selah, WA 98942

TO SOCIETY: Executive Director  
Yakima Humane Society  
2405 West Birchfield Road  
Yakima, WA 98901

or 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.

**III. GOVERNING LAW**

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

**IV. VENUE**

- a. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

**V. ATTORNEY'S FEES**

- a. In the event that any suit or action is instituted by either party to enforce the compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court cost, such sums as the court may adjudge as reasonable attorney's fees.

**VI. TERM OF AGREEMENT**

- a. The term of this Agreement shall commence on January 1, 2015 and end on December 31, 2015.
- b. It is mutually understood and agreed to by the parties hereto that the City will defend this contract with all due and proper diligence should it be challenged by any action in law.
- c. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon the written consent of the parties hereto.

**VII. METHOD OF PAYMENT**

- a. The agreed contract price to be paid by the City to the Society for the carrying out of its obligation and responsibilities herein shall be arrived at as follows:
  - i. Intake Fee: \$50 per dog / \$40 per cat
  - ii. Sheltering Fee: \$10 per animal/day (minimum hold times apply), OR \$15 per animal/day for bite quarantine or evidence dogs
  - iii. Euthanasia Fee: \$35 per animal
  - iv. DOA Disposal Fee: \$20 per animal
- b. The Society shall present the City with a monthly invoice before the tenth (10<sup>th</sup>) of month following the month in which services were provided. It is understood and agreed that the contract sum shall be paid within thirty (30) days of receiving the Society's billing invoice.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF SELAH**

**HUMANE SOCIETY OF CENTRAL WASHINGTON**

By: \_\_\_\_\_  
John Gawlik, Mayor

By: \_\_\_\_\_  
Wendy St. George, Executive Director

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Dale Novobielski, City Clerk-Treasurer

By: \_\_\_\_\_  
Vaughn Merry, Director of Operations

**APPROVED AS TO FORM:**

By: \_\_\_\_\_



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



**COUNCIL MEETING      ACTION ITEM**

**9/8/2015      M - 2**

**Title:** Resolution Approving the Preliminary Plat of "Somerset II" (912.42.15-02) and Adopting Revised Findings and Conditions of Preliminary Plat Approval

**Thru:** Donald Wayman, City Administrator

**From:** Thomas R Durant, Community Planner

**Action Requested:** Approval

**Board/Commission Recommendation:** Approval

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Approval of recommendation to approve preliminary plat with conditions. Revision of Condition #10 to only require increased pavement width, and curb, gutter and sidewalk on one side of the street from Lyle Loop Road to the T-turnaround.

**Background / Findings & Facts:**

Hearing Examiner conducted an open record public hearing June 10, 2015 and prepared findings of fact and conclusions with a recommendation for Approval with 25 conditions on June 26, 2015. The City Council conducted a closed record public hearing August 11, 2015 and Approved the Preliminary Plat with 25 conditions including Condition #10 that required improvement of the entire length of the private street with 22 feet of road surface, and curb, gutter and



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



sidewalk on one side. The proponent requested reconsideration of the Council decision on August 25, 2015.

**Recommended Motion:**

I move the Council approve Preliminary Plat No. 912.42.15-02 designated as Somerset II, as previously approved with 25 specific conditions but that Condition #10 be revised as recommended by 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)**

<b>Date:</b>	<b>Action Taken:</b>
6/10/2015	Hearing Examiner Open Record Public Hearing
8/11/2015	City Council Closed Record Public Hearing

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# **RESOLUTION NO. \_\_\_\_\_**

## **RESOLUTION APPROVING THE PRELIMINARY PLAT OF "SOMERSET II" (912.42.15-02) AND ADOPTING FINDINGS AND CONDITIONS OF PRELIMINARY PLAT APPROVAL**

WHEREAS, on July 14, 2015, August 11, 2015 and September 8, 2015 the City of Selah City Council considered Preliminary Plat No. 912.42.15-02 known as "SOMERSET II" located on Herlou Drive and Lyle Loop Road. Yakima County Taxation Parcel Numbers: (181426-44005 & 44021); and,

WHEREAS, the Preliminary Plat application included the request to designate two of the proposed lots as two family residential lots in accordance with SMC 10.12.040; and,

WHEREAS, the Preliminary Plat application included an application for variance (Exception under SMC 10.50.070) to allow access to four lots (six dwelling units) by private road; and,

WHEREAS, The Hearing Examiner recommended approval of the application for Preliminary Plat and two two-family lots, consisting of two separate recommendations: The first recommendation to approve the preliminary plat subject to 25 conditions and the second recommendation being that the private access street comply with roadway section design standards as determined by the Public Works Director in accordance with the City of Selah Design and Construction Standards dated March 2012. The second recommendation would supplement Conditions 10 and 11 of the first recommendation; and,

WHEREAS, the proponent requested that the Council reconsider the decision it made on August 11, 2015 with regard to the requirement for improvement of the entire length of the private road to 22 foot pavement width with curb, gutter and sidewalk on one side; and,

WHEREAS, the City of Selah Council has considered the Hearing Examiner's findings of fact and conclusions and the City staff report dated June 3, 2015 and the Council is satisfied that the matter has been sufficiently considered; has considered the proponent's request for reconsideration, and the staff's recommendation concerning that request; and,

WHEREAS, the City Council adopts the Findings and Conclusions of the Hearing Examiner's Recommendation dated June 26, 2015.

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,  
912.42.15-02 PLAT OF "SOMERSET II"  
RESOLUTION OF PRELIMINARY PLAT APPROVAL**

WASHINGTON that Preliminary Plat No. 912.42.15-021 designated as "Somerset If" be approved, that the Hearing Examiner's Findings and Conclusions and the Hearing Examiner's Recommendation be adopted with the twenty five (25) specific conditions contained in said Findings and Conclusions and a copy of which is attached hereto, that the Hearing Examiner's Second Recommendation not be adopted, and that Condition #10 as adopted by the Council at its August 11, 2015 closed record hearing be revised as requested by the proponent and recommended by City Staff as set forth below.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON  
this 8<sup>th</sup> day of September 2015.

---

John Gawlik, Mayor

ATTEST:

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Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

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Robert Noe, City Attorney

## CONDITIONS OF PRELIMINARY PLAT APPROVAL

1. All design and/or improvement notations indicated on the preliminary plat are included as conditions of preliminary plat approval. This condition is not intended to limit the Public Works Department in the exercise of its authorities under other provisions of the Selah Municipal Code.
2. All the design and improvement notations indicated on Exhibit 7 in the record ("Variance Proposal, Somerset II, March 17, 2015), except as modified by the other conditions imposed by the City Council in this preliminary plat review proceeding, are included as conditions of preliminary plat approval.
3. Lots 19 and 20 are authorized to be designated as two-family residential lots on the final plat and may be developed into two-family residential structures up to 28 feet in height following final plat approval, subject to the following additional special requirements:
  - a. The two-family residential designation of these lots applies only to these lots and may not be transferred to other lots in the subdivision.
  - b. Off-street parking shall be provided on the lots to provide 4 spaces per each duplex. No credit against this requirement shall be allowed for garages and tandem parking.
  - c. Building materials shall be consistent in appearance with that of surrounding single-family homes. To further ensure harmonious development of the designated lots with the development of single family lots in the subdivision, restrictive covenants that describe the required building specifications for the two-family dwellings shall be recorded prior to recording the final plat for the phase in which they are in.
  - d. Building specifications from the restrictive covenants for the proposed two-family dwellings shall be submitted to the Planning Department to review for consistency with these conditions prior to recording the final plat for the phase in which they are in.
  - e. This decision does not preclude the development of detached single-family residences on any of these lots.
4. Final lot dimensions and lot area must substantially conform to the preliminary plat.
5. A preliminary engineering report and/or plan, prepared by a Licensed Professional Engineer, demonstrating the feasibility of constructing all public improvements required by Selah Municipal Code, Chapter 10.50, must be submitted to and approved by the Public Works Department for each separately designated phase of development prior to commencement of construction.
6. Construction plans and specifications must be reviewed and approved by the Public Works Department prior to commencement of construction of each separately designated phase of development. Specifications for improvements shown on the preliminary plat are minimum specifications which may be superseded by the conditions contained herein or by specific conditions as approved by the Public Works Department. Upon completion of construction and prior to final plat approval (of each development phase for which final plat approval is sought), reproducible final 'as-built' construction plans and a written certification by a Licensed Professional Engineer that said improvements were completed in accordance with the City of Selah Design and Construction

Standards dated March, 2012, must be submitted to the Public Works Department for approval. All required compaction and inspection reports shall also be submitted to the Public Works Department.

7. Reports, plans and specifications previously submitted shall count toward meeting the requirements of Conditions #5 and #6 if accepted by the Public Works Director to the extent of the improvements for which they are determined to be sufficient.
8. All lots must be served with a full range of public services/private utilities. All public services/private utilities must be underground and installed prior to the surfacing of streets. Lots 17 through 20 shall be served by an 8 inch sewer line extended in a utility easement across Lots 11 and 12 and then continued to the other lots in the access and utility easement as shown on the Preliminary Plat. There shall be a moratorium on street cuts for a period of five (5) years from the date of each phase recording.
9. Lyle Loop Road: Street improvements must be constructed to City standards as approved by the Public Works Director including 50 foot wide right-of-way, 32 foot wide asphalt pavement, concrete rolled (or better) curb and gutter, five (5) foot wide sidewalk on one street side and street illumination. The sidewalk shall be installed on the same side of the street as it is on the existing completed portion of Lyle Loop Road. Utility improvements shall be extended beyond street pavement edge to facilitate future extension where appropriate. Street grade shall not exceed 10%.
10. The private street roadway shall be constructed as a hard-surfaced street to specifications approved by the Public Works Director prior to recording the final plat. The part of the private street extending from Lyle Loop Road up to and including the T-turnaround shall have a minimum surface of 20 feet, a minimum easement width of 26 feet and shall be made in conformance to design and strength standards required of the City of Selah's residential streets, and shall also include, in addition to the 20 feet of roadway surface, a 4-foot sidewalk on at least one side and a standard curb connecting the sidewalk.
11. The private street shall be designated "no-parking" as shown by the site plan submitted with the preliminary plat application and shall be posted with signs prior to final plat approval.
12. Covenants or a road maintenance agreement among the owners of Lots 17, 18, 19 and 20, providing for the perpetual maintenance of the private roadway and that establish a road maintenance fund shall be recorded with the Yakima County Auditor and a recorded copy submitted to the Selah Planning Department prior to recording the final plat. If driveway access to Lots 13 and 14 is made available from the private street, such covenants or agreement shall include owners of Lots 13 and 14.
13. Driveway access to Lots 13 and 14 shall be limited to Lyle Loop Road.
14. Street illumination shall be installed by the developer at locations and to the specifications of the Public Works Director (typically at 300 foot intervals or as otherwise determined by the Director of Public Works in order to maximize illumination). Street lights shall be installed on metal poles.

15. Fire hydrants shall be provided and installed by the developer at locations approved by the City of Selah Fire Chief and to the specifications of Selah Municipal Code, Chapter 11.30.
16. Storm Water drainage facilities to accommodate runoff generated in the plat must comply with a drainage facilities plan prepared by a Licensed Professional Engineer and approved by the Public Works Director. Plans submitted previously will count toward meeting this requirement if approved by the Public Works Director. Additional documentation may be required for portions of the site not covered by any such previously submitted plans.
17. Areas reserved for sight distance vision triangles shall be shown and noted on the final plat. (Selah Code, Chapter 10.50).
18. Dust control measures shall be implemented as required by the Yakima Regional Clean Air Authority rules and regulations. The Developer shall advise the Public Works Department of the name and phone number of the contact person to report alleged dust control violations.
19. All required street signs, posts and appurtenances must be supplied by the developer and will be installed by the City.
20. An NPDES Construction Stormwater General Permit shall be obtained unless determined by the Department of Ecology that it is not required.
21. The following notes shall be placed on the final plat map(s):

**"The owner(s) shown hereon, their grantees and assignees in interest hereby covenant and agree to retain all surface water generated within the plat on-site."**
22. The applicant shall recommend a street name to assign to the private access street and shall submit the name to the Planning Department for approval prior to recording the final plat. The approved street name shall be shown on the face of the final plat.
23. A surety bond, or such other secure financial method, in the amount of 15% of the cost of the public improvements (as each final phase is submitted) (i.e., roads, sidewalks, street lights, drainage facilities, sewage collection and water distribution facilities, etc.) shall be remitted to the City and held for a period of two years to guarantee against defects of workmanship and materials.
24. Prior to final plat recording, all required plat improvements (utilities, streets, drainage facilities, etc.) must be installed and accepted by the City or a surety bond pledged to the City to ensure installation of the plat improvements within two years of final plat recording.
25. Improvements required for the subdivision must be completed and the final plat must be submitted within the maximum 5-year 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 5-year time period ends.

August 23, 2015

To: City Council

From: Thomas R. Durant, Community Planner

Re: Roy A. Sample (Zuker-Sample, LLC) Request for Reconsideration; Somerset II Preliminary Plat

City staff has reviewed the request made on August 14, 2015 by Mr. Sample, on behalf of Zuker-Sample, LLC, the applicant and developer of the above-referenced preliminary plat. The basis for the request is that Condition 10 of the preliminary plat approval, as modified by the Council at the closed record public hearing prevents the development of the lots in a manner that would allow for the quality of development as desired by the developer. It also potentially reduces the level of harmonious compatibility as required by the preliminary plat decision and the zoning ordinance for two-family residential lots.

Mr. Sample has agreed to improve the portion of the private road extending north from Lyle Loop Road up to and including the T-turnaround to a higher standard than initially proposed by adding curb, gutter and a 4 foot wide sidewalk on one side of the street. This would allow the utilization of a 26 foot wide access easement in a manner that does not substantially affect the side yards of Lots 13 and 14, through which it passes and that continues to meet the requirements of the International Fire Code for accommodating emergency response vehicles. Mr. Sample has also provided staff with an updated site plan that shows that for the two-family residential lots (Lots 19 and 20) it is possible to accommodate parking for six vehicles in addition to the eight parking spaces required by City parking standards without blocking or interfering with emergency vehicle access.

The following are additional findings based on the site plan and letter that support the request for reconsideration:

1. The 29 foot wide access easement and improvements required by Condition 10 as approved at the previous hearing reduces the length of the required off-street parking spaces on Lots 18 through 20 below the minimum of 20 feet required by the City parking standards. In order to provide this minimum of 20 feet, the depth of the proposed building envelopes would have to be reduced. The back yards cannot be reduced below the minimum required setback of 20 feet without a variance or administrative adjustment.
2. As stated in the request letter, the floor plan that was being contemplated for the two-family residential lots has been very popular, is one level, and can be built to ADA requirements. It also allows the garages to be extended out toward the street in a manner that avoids a monotonous appearing building façade with no variation. All of these attributes are consistent with the requirements of the zoning ordinance that two-family residences maintain harmonious compatibility with the neighborhood and as reflected in other conditions of preliminary plat approval.
3. Shifting the 29 foot wide easement to the south in order to maintain the parking areas, while possible, would reduce the available rear yard areas of Lots 11 through 14 based on anticipated floor plans to less than 20 feet consistent with the rear yards for the other lots in the subdivision. In order to maintain the 20 feet needed for parking on the lots to the north, the easement would have to be shifted entirely to the south resulting in 10 feet of easement width on the lots to the north, and 19 feet on the lots to the south. This would reduce the rear yards on Lots 11 through 13 from 26 feet as currently proposed to 17 feet.

These findings elaborate on the findings of the staff report at page 7 that the private road is necessary to facilitate development of the site. It is therefore part of the record. We recommend the revision of Condition 10 as follows to address this issue:

10. The private street roadway shall be constructed as a hard-surfaced street to specifications approved by the Public Works Director prior to recording the final plat. The part of the private street extending from Lyle Loop Road up to and including the T-turnaround shall have a minimum surface width of 20 feet, a minimum easement width of 26 feet, and shall be made in conformance to design and strength standards required of the City of Selah's residential streets, and shall also include, in addition to the 20 feet of roadway surface, a 4 foot sidewalk on at least one side and a standard curb connecting the sidewalk.

Staff recommends that the Council reconsider the preliminary plat application and adopt this change.

ZUKER-SAMPLE, LCC  
1304 Heritage Hills Pl.  
Selah, WA 989442  
509-910-1303

August 14, 2015

Selah City Council  
c/o Donald C. Wayman  
City Administrator  
115 W. Naches Avenue  
Selah, WA 98942

Dear Mr. Wayman:

Zuker-Sample, LLC is requesting that the decision made by the City Council with regard the application for the Preliminary Plat of Somerset II, in particular, the modification made in Condition 10 from the Hearing Examiner's recommendation, be reconsidered.

In the Preliminary Plat of Somerset II, 18 of 22 lots are served by, and front on, a public street. The proposed private road system services 4 lots, located on one side of the road, and will not be used for through traffic. The distance from the driveways on Lot 20 to the intersection is 170' and from Lot 17 to the intersection is 60'.

Lots 19 and 20 were designed to specifically accommodate the 2-family residential units as shown on the attached drawing. This one level floor plan, which I have built before, has been very popular and it can be built to ADA specifications. This plan is a classic example of "affordable housing".

The requirement of a 29' easement width (22' driving surface and 7' curb and gutter sidewalk area) would effectively eliminate the additional off street parking areas and shorten the driveways on Lots 19 and 20. The wider easement width will also affect the usability of the rear yards on Lots 13 and 14.

The north-south easement between Lots 13 and 14 is shown as a 20' driving surface, which has been approved for private roads many times in the City of Selah. The addition of curb and gutter and sidewalk, as suggested by the Council, will improve pedestrian safety. A 4' sidewalk should be sufficient because this is not a public street and will have a much lower volume of pedestrian traffic.

Sincerely,

ZUKER-SAMPLE, LLC

A handwritten signature in blue ink that reads "Roy A. Sample". The signature is written in a cursive, flowing style.

Roy A. Sample

ALL UNITS ARE SINGLE STORY - 1364 S.F. - 3 BDRM, 2 BATH, 2-CAR GARAGE

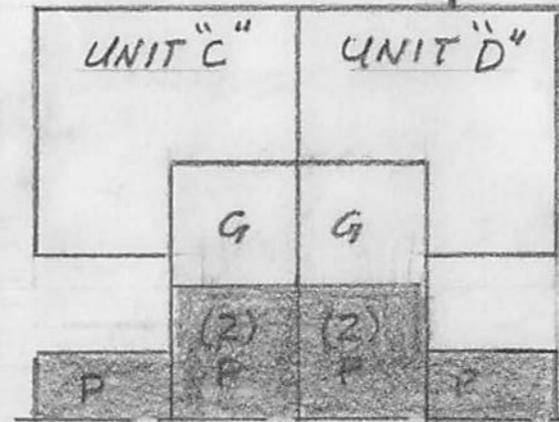
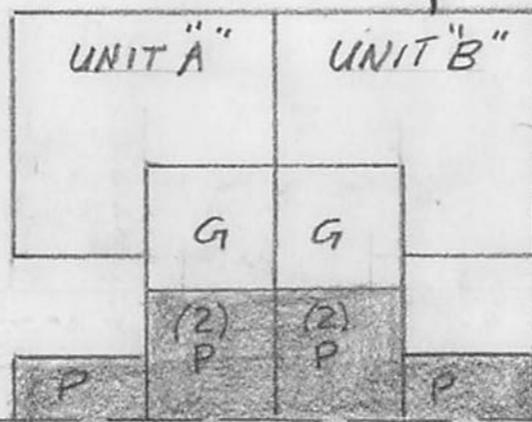
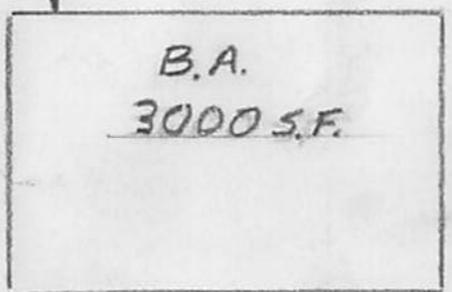


LOT 17

LOT 18

LOT 19

LOT 20



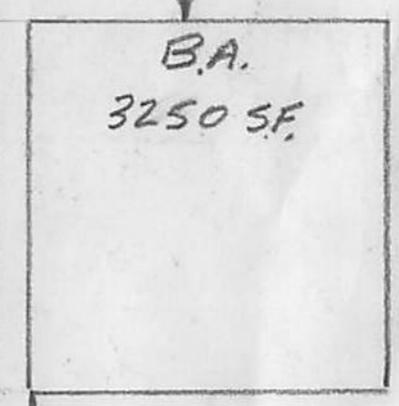
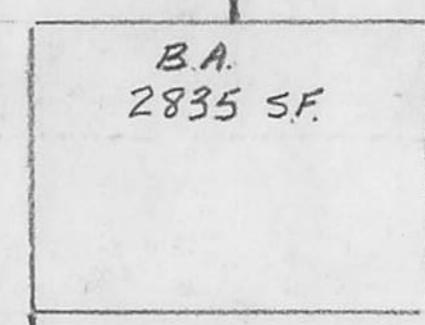
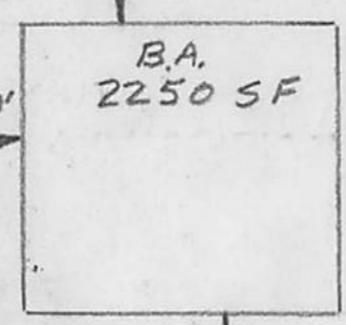
BUILDING AREAS AS SHOWN - INCLUDE GARAGES

LOT 14

LOT 13

LOT 12

LOT 11



NO PARKING

LYLE LOOP

2' C+G + 4' SIDEWALK

SOMERSET II

FOR UNITS - 14 PARK SPACES + GARAGES "A" THRU "D"



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



**COUNCIL MEETING      ACTION ITEM**

**9/8/2015      M – 3**

**Title:** Resolution Approving the Final Plat of “Whispering Views Estates” (912.45.14-02) and Authorizing the Mayor to sign the Final Plat

**Thru:** Donald Wayman, City Administrator

**From:** Thomas R Durant, Community Planner

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Approval.

**Background / Findings & Facts:**

Hearing Examiner conducted open record public hearing July 31, 2015. Prepared Findings and Conclusions recommending Denial Without Prejudice of Whispering Views Estates Preliminary Plat and Planned Development. Hearing Examiner also recommended that if the City Council is persuaded that the Preliminary Plat and Planned Development meets the requirements of Chapter 10.24 SMC the approval should be conditioned as set out in the staff report and supplemented as appropriate based on hearing testimony.

City Council conducted closed record public hearing August 25, 2015 and approved the Preliminary Plat in the manner recommended by the Hearing Examiner.



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



**Recommended Motion:**

I move the Council approve the Whispering Views Estates Final Plat and authorize the Mayor to sign the Final Plat.



**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:
7/31/2015	Hearing Examiner Open Record Public Hearing
8/25/2015	City Council Closed Record Public Hearing

[Click here to enter a date.](#) [Click here to enter text.](#)    [Click here to enter text.](#)

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**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING THE FINAL PLAT OF "WHISPERING VIEWS ESTATES" (912.45.14-02) AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT**

**WHEREAS**, the Public Works Director has reviewed the final plat, and by signing it has indicated his approval as to conformance to the current subdivision ordinance and to the conditions imposed during preliminary plat approval; and,

**WHEREAS**, Torkelson Construction, Inc. has complied with all of the conditions of Planned Development rezone and preliminary plat approval, now, therefore,

**BE IT HEREBY RESOLVED** that the City Council of the City of Selah, Washington approves the final plat of "Whispering Views Estates", a subdivision created as authorized in the "Whispering Views Estates Planned Development" rezone approved by City Council on the 25<sup>th</sup> day of August, 2015, and the Mayor is hereby authorized to sign the final plat.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8<sup>th</sup> day of September 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**

**9/8/2015      M - 4**

**Title:** Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School

**Thru:** Donald Wayman, City Administrator

**From:** Gary Hanna, Fire Chief

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Acceptance and approval.

**Background / Findings & Facts:**

By Contract, the Selah Fire Department Has Provided Fire and EMS Services for the Yakima Valley School for the sum of \$6,400 Annually for many years. The Washington State Department of Social and Health Services have Recently Changes How They Calculate the Rate They Pay for Services. The New Rate They Will Pay Is \$12,775.05 Annually.



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



**Recommended Motion:**

Move to Approve Resolution Authorizing the Mayor to Sign a Interlocal Agreement with Washington State Department of Social and Health Services for Fire and EMS Services for the Yakima Valley School.

**CITY OF SELAH, WASHINGTON  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School.

**WHEREAS**, the City of Selah and Washington State Department of Social and Health Services have previously entered into an Interlocal Agreement wherein the Selah Fire Department provides fire and EMS services in exchange for payment by the Department of Social and Health Services for those services; and

**WHEREAS**, the City of Selah and Washington State Department of Social and Health Services wish to renew the Interlocal Agreement for the sum of \$12,775.05 annually for the purpose of providing fire and EMS services by the Selah Fire Department.

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

The Mayor is authorized to sign an Interlocal Agreement for Fire and EMS services for the Yakima Valley School.

**PASSED** this 8<sup>th</sup> day of September, 2015.

\_\_\_\_\_  
John Gawlik, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dale Novobielski, Clerk/Treasurer

\_\_\_\_\_  
Robert F. Noe, City Attorney



# INTERLOCAL AGREEMENT

DSHS Agreement Number:  
1564-47676

## Fire and EMS Contract - YVS

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:  
Contractor Contract Number:

CONTRACTOR NAME	CONTRACTOR doing business as (DBA)
Selah, City of	Selah, City of

CONTRACTOR ADDRESS	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
206 West Fremont Avenue Selah, WA 98942-		55327

CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Gary Hanna	(509) 698-7312	(509) 698-7317	ghanna@ci.selah.wa.us

DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE
Executive Administration	Operation Support and Services Division	8000LC-64

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Meredithe Quinn-Loerts Contract Attorney	1115 Washington St SE PO Box 45811 Olympia, WA 985045811

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
(360)664-6052	(360)664-6184	quinnms@dshs.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?	CFDA NUMBER(S)
No	

AGREEMENT START DATE	AGREEMENT END DATE	MAXIMUM AGREEMENT AMOUNT
07/01/2015	06/30/2017	\$25,550.10

**EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:**

Exhibits (specify): No Data Security Exhibit

No Exhibits.

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

## DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
  - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
  - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
  - d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
  - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
  - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
  - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
  - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
  - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

## DSHS General Terms and Conditions

- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
  - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
  - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
  - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
  - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
  - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
  - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.**
- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

## DSHS General Terms and Conditions

- (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
    - (c) Verifying after transmittal that the fax was received by the intended recipient.
  - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
    - (a) Use a Trusted System.
    - (b) Encrypt the Confidential Information, including:
      - i. Encrypting email and/or email attachments which contain the Confidential Information.
      - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
  - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and

## DSHS General Terms and Conditions

the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

- e. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
- 7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- 10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
- 11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- 12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
- 13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the

## DSHS General Terms and Conditions

Contract remains valid and in full force and effect.

**14. Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

**15. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
  - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

**16. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

### **Additional General Terms and Conditions – Interlocal Agreements:**

**17. Disputes.** Disputes shall be determined by a Dispute Board. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an

## **DSHS General Terms and Conditions**

additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. As an alternative to this process, either party may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process shall control. Participation in either dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.

### **18. Hold Harmless.**

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

### **19. Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

### **20. Subrecipients.**

- a. **General.** If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
  - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
  - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
  - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights

## DSHS General Terms and Conditions

Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to [www.ojp.usdoj.gov/ocr/](http://www.ojp.usdoj.gov/ocr/) for additional information and access to the aforementioned Federal laws and regulations.)

- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
  - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

### 21. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

### 22. Treatment of Client Property. Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

## Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "Patient" means any or all of the clients, residents, or patients at Yakima Valley School.
  - b. "Residential Care Services" or "RCS", means a DSHS Division that are responsible for the licensing and oversight of adult family homes, assisted living facilities, nursing facilities, intermediate care facilities for individuals with intellectual disabilities, and certified residential programs.
  - c. "Yakima Valley School" or "YVS" means a residential habilitation center owned and operated by the State of Washington, DSHS, Developmental Disabilities Administration (DDA), which is situated at 609 Speyers Avenue, Washington, 98942.
  
2. **Purpose.** The purpose of this Contract is for the Contractor to provide emergency medical, fire suppression, fire protection, and inspection services for the Yakima Valley School (YVS) campus in accordance with RCW 35.21.775.
  
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
  - a. Provide fire protection and suppression services to all lands, equipment, buildings and their contents, related property improvements, and the personal property of Patients and employees located on or at the YVS campus in Yakima County, Washington. Contractor shall provide quarterly written performance reports that identify the number of fire and suppression services call responded to at YVS, the type of incidents, and the services provided by the Contractor.
  - b. Provide emergency medical services to all people residing, working or visiting the YVS campus. Contractor shall provide quarterly written performance reports that identify the number of emergency medical services call responded to at YVS, the type of incidents, and the services provided by the Contractor.
  - c. Provide inspections as often as necessary, but not less than annually, across the whole of the YVS campus for the purpose of identifying fire code violations and any other law or standard including those set forth by Residential Care Services (RCS) affecting fire and life safety in order to ensure the safety of individuals in YVS campus facilities. Upon completion of annual inspections, Contractor shall provide a written report to YVS of its findings and recommendations.
  - d. For any significant fire/incident to which the Contractor responds, and the fire/incident results in a required debriefing by YVS administration, a representative of the Contractor shall provide consultation during the incident debriefing. For significant fire/incidents to which the Contractor responds, Contractor shall provide a written summary report of the debriefing information Contractor provided to YVS.
  - e. The Contractor shall send all required written reports within this Agreement to the DSHS Contract Contact provided on the cover page of this Agreement.
  
4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Agreement is up to a maximum of \$ 25,550.10, including any and all expenses, and shall be based on the following assumptions:
  - a. In consideration of the goods and services provided by the Contractor under the terms and conditions of this Contract, each year DSHS shall pay the Contractor a fee based upon the sum of the YVS total square footage of improvements multiplied by 9 cents per square foot per year.

## Special Terms and Conditions

- b. YVS total gross square footage as of July 1, 2015 equals 141,945.
  - (1) 141,945 sf x \$0.09 equates to an annual amount not to exceed \$12,775.05 per year, or \$1,064.59 monthly, for the period of July 1, 2015, through June 30, 2017.
- c. This contract may be extended by additional two year terms upon mutual agreement of the parties.
- d. All payments to Contractor under this Contract shall be contingent upon Contractor's satisfactory completion of all goods and services, including all written reports.

### 5. Billing and Payment.

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to: **Yakima Valley Schools, Attn: Fiscal, 609 Speyers Avenue, Washington, 98942**, by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by Western State Hospital of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

### 6. Insurance.

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

- \_\_\_\_\_  The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or
- \_\_\_\_\_  The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.



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



**COUNCIL MEETING      ACTION ITEM**

**9/8/2015**

**N - 1**

**Title:** Ordinance Amending the 2015 Budget for the Purchase of an Executive Department Vehicle.

**Thru:** Donald Wayman, City Administrator

**From:** Dale Novobielski, Clerk/Treasurer

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** \$ 26,000

**Funding Source:** F170 CE Equipment Reserve

**Staff Recommendation:**

Approve a \$ 26,000 increase in the 2015 Budget to purchase a 2016 Ford Fusion thru the Washington State Department of Enterprise Services for the city's Executive department.

**Background / Findings & Facts:**

At the city's Council retreat on August 28, 2015 the City Administrator discussed with Council the purchase of a vehicle for the Executive department.

**Recommended Motion:**

I move to approve the Ordinance amending the 2015 Budget for the purchase of an Executive department vehicle.



**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:

8/28/2015

City Administrator discussed with Council the purchase of an Executive department vehicle.

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE 2015 BUDGET FOR THE PURCHASE OF AN EXECUTIVE DEPARTMENT VEHICLE

WHEREAS, the City desires to amend the 2015 budget for the purchase of an Executive department vehicle;

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:

<u>001 General</u>		
001.000.097.397.00.00.00	Operating Transfers-In	\$ 26,000
001.000.094.594.13.64.00	Machinery & Equipment	\$ 26,000
<u>170 CE Equipment Reserve</u>		
170.000.097.597.00.01.00	Operating Transfers-Out	\$ 26,000
170.000.008.508.80.00.00	New Ending Unreserved Fund Balance	\$ 397,025

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8<sup>th</sup> day of September 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    INFORMATIONAL ITEM**

**9/8/2015 P – 4A**

**Title:** Planning Commission Minutes for August 18, 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  
August 18, 2015

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

A. Call to Order

The meeting was called to order by Chairman Quinnell at 5:34 p.m.

B. Roll Call

Members Present: Commissioners: Miller, Quinnell, Torkelson, Smith, and Pendleton.  
Staff Present: Tom Durant consultant, Caprise Groo, Secretary  
Guests: Monica Lake, Executive Assistant

C. Agenda Changes : None

D. Communications

1. Oral- Commissioner Miller presented the Commissioners with a letter. He then read it. (L 1 attached)  
Commissioner Miller asked who notified the commission of council decisions and shouldn't the commission be informed about the decisions they make.

Mr. Durant stated that the Community Planner should be notifying the Commission of Council decisions.

Mrs. Lake clarified that the Community Planner was the liaison between the Council and the Commission.

Commissioner Miller replied that it seemed reasonable that the Commission be apprised of everything going on and announced to the Commission whether there is a meeting or not. Commissioner Miller moved to have one regular meeting every month on the 3<sup>rd</sup> Tues day of the month, and if additional meetings are needed then public notice will be provided. He continued with the last paragraph of the letter. He asked for a motion to approve.

Commissioner Smith stated that notification should be given if there is no business and no need for a meeting.

Commissioner Miller replied that it seemed there was work the commission could do.

Commissioner Smith recommended that the Hearing Examiner discuss permits and variances at the regular monthly meeting.

Mr. Durant asked the Commission not to act on the motion and allow time for adaptation. He stated that he had already scheduled meeting for several month.

Commissioner Miller stated that part of the meetings would be regular meetings the rest would be special meetings. Mr. Durant replied that one meeting would be a regular meeting and the other would be a special meeting.

Commissioner Smith stated that the meeting time was amended several years ago from what is currently shown on the city council website.

Chairman Quinnell had a motion by Commissioner Miller to have a regular Planning Commission meeting on the 3<sup>rd</sup> Tuesday of the month.

Commissioner Torkelson Seconded the motion.

Chairman Quinnell requested a voice vote and the motion was approved 5-0.

Commissioner Miller and Mrs. Lake discussed where the time on the website needed changed. Commissioner Miller wanted the Commission to consider the last paragraph of his letter. He stated that the Planning Commission should be aware of what was going on around town

Chairman Quinnell continued with:

2. Written- None

E. Approval of Minutes

1. August 4, 2015 Minutes

Chairman Quinnell asked if anyone had questions about the minutes.

Commissioner Miller motioned to approve the minutes.

Commissioner Pendleton seconded the motion.

Chairman Quinnell called for a voice vote and the minutes were approved with a voice vote of 5-0.

F. Public Hearings

1. Old Business - None

2. New Business - None

G. General Business

H.

1. Old Business- Revised SMC 10.24 Planned Development Zoning District Second Draft Study Session.

Chairman Quinnell stated that the city council directed the Planning Commission to repeal this **ordinance**. He stated that the Council did not ask to amend or get rid of 10.24. He stated that with the help of the public he was sure it could be done. He requested written testimony to help rewrite 10.24 and oral testimony will continue at the next meeting.

Mr. Worby asked if the commission new they had a 60 day extension.

Chairman Quinnell stated that he knew there was an extension but not that it was 60 days. He opened the discussion for the Commissioners.

Commissioner Miller asked if the written suggestions had been reviewed and included as appropriate.

Chairman Quinnell answered that that was the idea.

Mr. Durant suggested that the Commissioners go through the document line by line.

Chairman Quinnell stated that it would be good if Mr. Durant went through the document that way. He stated that would give the Commissioners time to discuss each item. He then asked if anyone had any written testimony to add in.

Mr. Durant declared that the public would have another chance to go over the document after changes had been made. He then proceeded to go over the document.

(All changes are reflected in the Final Draft attached)

**CITY OF SELAH  
WASHINGTON  
ORDINANCE NO.**

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**AN ORDINANCE OF THE CITY OF SELAH, WASHINGTON,  
ADDING A NEW SELAH MUNICIPAL CODE CHAPTER 10.24  
RELATING TO PLANNED DEVELOPMENT; CREATING A  
PLANNED DEVELOPMENT (PD) OVERLAY ZONE;  
ESTABLISHING DEVELOPMENT REGULATIONS FOR  
PLANNED DEVELOPMENT OVERLAY ZONES; PROVIDING  
FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE**

---

WHEREAS, the City Council desires to provide for an overlay zone in order to better regulate planned development activity within the City of Selah;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. New Chapter 10.24 SMC, Planned Development, Added. A new Selah Municipal Code Chapter 10.24, entitled "Planned Development," is hereby adopted to read as follows:

**Chapter 10.24  
PLANNED DEVELOPMENT**

**Sections:**

**10.24.010 Purpose**

**10.24.020 Applicability**

**10.24.030 Definitions**

**10.24.040 Planned Development Overlay Zone—Created**

- 10.24.050 Planned Development Overlay Zone—Criteria**
- 10.24.060 Application—Procedure**
- 10.24.070 Application—Planned Development Plan**
- 10.24.080 Hearing Examiner Recommendation**
- 10.24.090 City Council Action—Effect of Approval**
- 10.24.100 Development Standards—Design**
- 10.24.110 Development Standards—Open Space**
- 10.24.120 Development Standards—Roads and Parking**
- 10.24.130 Limitations on Authority to Alter Zoning**
- 10.24.140 Modifications**
- 10.24.150 Reconstruction of Damaged Buildings or Improvements**
- 10.24.160 Appeal**

Mr. Durant started with the purpose:

**10.24.010 Purpose**

The purpose of this chapter is to establish a planned development overlay zone to allow new development that is consistent with both the Comprehensive Plan and the intent of the underlying zoning district, but which would not otherwise be permitted due to limitations in dimensional standards, permitted uses, or accessory uses in the underlying zoning district. Planned Development Overlays are intended to:

A. Encourage flexibility in design and development that is architecturally and environmentally innovative and which will result in a more efficient aesthetic and desirable utilization of the land than is possible through strict application of otherwise applicable zoning and subdivision controls; and

B. Provide for the clustering of dwelling units, usable open space and mixed-density residential development, including but not limited to single-family, duplexes, townhouses, apartments and multiple-family dwellings as provided for by the Comprehensive Plan, while protecting and maintaining compatibility with existing residential neighborhoods.

Mr. Durant asked if the Commissioners had any comments on the purpose.

Commissioners replied-None.

Mr. Durant proceeded to the next section:

**10.24.020 Applicability**

This chapter applies to applications for and development within a planned development overlay zone, and is to be used in conjunction with the land use classification system established in Title 10 of the Selah Municipal Code and with the Comprehensive Plan.

Mr. Durant asked if there was anything the commissioners wanted to add. He moved on.

**10.24.030 Definitions**

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise or they are more specifically defined in a section or subsection. Terms not defined shall be given their usual meaning.

“ADA” means the Americans with Disabilities Act of 1990.

“City Administrator” means the City of Selah City Administrator appointed pursuant to SMC 1.10.015.

“City Council” or “Council” means the City Council of the City of Selah, Washington.

“Code” or “SMC” means the Selah Municipal Code.

“Comprehensive Plan” means the 2005 Urban Growth Area Comprehensive Plan adopted by the City of Selah.

“City” means the City of Selah, Washington.

“Hearing Examiner” means the City of Selah Hearing Examiner appointed pursuant to SMC 1.60.020.

“Major Modification” means modifications which substantially change the character, basic design, density, open space or other requirements and conditions of the approved Planned Development Overlay, as further defined in SMC 10.24.140(B).

“Minor Modification” means modifications which may affect the precise dimensions or siting of buildings (i.e., lot coverage, height, setbacks) but which do not affect the basic character or arrangement and number of buildings approved in the Planned Development Overlay, as further defined in SMC 10.24.140(A).

“Planned Development Overlay” or “PDO” means any property with a Planned Development (PD) Overlay Zone designation.

“Planned Development Plan” or “PDP” has the meaning prescribed under SMC 10.24.070 as now in effect or as may subsequently be amended.

“Planning Department” means the City of Selah Planning Department.

“PD District” means an existing planned development, as of the effective date of this ordinance, which was created under the previously repealed Chapter 10.24 SMC.

Mr. Durant proceeded to the highlighted terms:

“Compatibility”

“Multi-Family Structure”

Mr. Durant stated that he had an idea for compatibility. He suggested not to define it here, to define it in permitted use. For multi-family structures he recommended define both two-family and multi-family structures. He stated that both terms were defined in title 10. He asked if there were any other definitions to discuss.

Discussion: Two-family multi-family Structures.

Conclusion: Add Current Code language.

Mr. Durant went back to compatibility.

Discussion: Standard of Compatibility.

Conclusion: the zoning and uses of the neighboring lands need to be considered for compatibility.

Mr. Durant discussed Agriculture Zoning in Yakima County and the setback that are required.

Commissioner Miller commented that growth happens.

Mr. Durant also recommended changing “Comprehensive Plan” means the 2005 Urban Growth Area Comprehensive Plan adopted by the City of Selah” and adding “or as subsequently amended.” He stated that the underlining zoning is still in effect. If it is not set forth in the planned development/covenant then the underline zoning still exists. Example given: is home occupation allowed in a PDP. Yes if there is no covenant banning it. He proceeded to 10.24.040

#### **10.24.040 Planned Development (PD) Overlay Zone—Created**

A. Planned Development Overlay Zone Designation. A planned development approved in accordance with this chapter after the effective date of the ordinance adopting this chapter shall have a zoning designation of Planned Development (PD) Overlay Zone. The PD Overlay Zone designation will be reflected by a “(PD)” suffix qualifier on the underlying zoning designation for the parcel. For example, an approved planned development in a Two Family Residential zoning district would be classified as “R-2 (PD)”.

B. Authorized Uses. Planned Development Overlays shall incorporate the permitted land uses and development standards of the underlying zoning district pursuant to the Land Use Table in SMC 10.28.020; provided, however, that approval of a Planned Development Overlay shall modify and supersede the regulations of the underlying zoning district as provided in this chapter and as agreed in the Planned Development Plan.

Notwithstanding anything to the contrary in the underlying zoning requirements, a Planned Development Overlay may permit all proposed uses and developments under this chapter that are allowed by the Comprehensive Plan and that do not exceed the maximum densities in the Comprehensive Plan.

1. Residential Planned Development Overlays are permitted in the LDSF, R-1, R-2, and R-3 zones; provided, that:

Mr. Durant started discussion of 1a. & 1b.

a. No more than 25 percent of a planned development in the LDSF or R-1 zone may consist of multiple-family dwellings; and

b. No more than 25 percent of a planned development in the R-2 or R-3 zones may consist of single-family dwellings.

2. Reserved.

C. Extant Planned Development Zoning Districts. Existing planned developments, as of the effective date of the ordinance adopting this chapter, are and shall remain

separate zoning districts created under the previously repealed Chapter 10.24 SMC ("PD Districts"), as indicated on the official zoning map adopted under SMC 10.04.010, and shall:

1. Retain the authorized uses considered to be conforming in the PD District; and
2. Permit minor and major modifications only within the existing approved boundaries of the PD District.

Commissioners discussed back and forth:

Should there be a minimum size for a PDO?

Why 25% for 1a & 1b.

The dynamics of a small Homeowners Association.

Should PDO be designated to specific areas?

Mr. Durant asked if he could make a note and move on and then come back to the issue. He stated that if the planning commission had a minimum acreage what percentage would be single family or multi-family. He asked if 25% or less?

Commissioner Smith stated that 25% would be fine.

Commissioner Miller disagreed.

Mr. Durant asked the commissioners to think of a 60 or 70 acres in an R-1 zone what would be an appropriate percentage.

Commissioner Smith answered 20%.

Discussion continued on density, percentage road ways and common space.

Commissioner Miller asked if these were taken care of by Homeowners Associations

Commissioner Smith answered yes.

Mr. Durant suggested adding this to the list of things to come back to.

Commissioner Miller asked if any community's that had this kind of development.

Mr. Durant replied that Yakima County had some developments like this.

Commissioner Torkelson asked if it was a PD.

Commissioner Smith asked if it had green space.

Mr. Durant asked if there was anything else in 10.24.040 1a or 1b. He stated that there was also number c Extant Planned Development Zoning Districts. He read c. Existing planned developments, as of the effective date of the ordinance adopting this chapter, are

and shall remain separate zoning districts created under the previously repealed Chapter 10.24 SMC (“PD Districts”), as indicated on the official zoning map adopted under SMC 10.04.010, and shall:

1. Retain the authorized uses considered to be conforming in the PD District; and
2. Permit minor and major modifications only within the existing approved boundaries of the PD District.

Mr. Durant stated that minor modifications could be approved by the Administrator. Major modification has to go back through the process. He moved on to 10.24.050.

**10.24.050 Planned Development (PD) Overlay Zone—Criteria**

A Planned Development Overlay shall be approved or denied based upon the following criteria, which are listed in order of priority regarding the weight to be given to each factor:

- A. Compliance with this chapter;
- B. Substantial compliance with the Comprehensive Plan;

Mr. Durant suggested changing B.

C. The PDP’s coherence with the surrounding area or its potential future use (i.e., a logical, orderly, and aesthetically consistent relationship);

Mr. Durant stated that if you meet all the standards it compatible. If not, more information will need to be provided or additional requirement may be added.

Commissioner Smith asked if C. needed to be in there.

Mr. Durant moved on to D.

D. The system of ownership and the means of development, preservation and maintenance of open space;

Mr. Durant asked it the Commissioners were comfortable with the words “system of ownership”. He stated that it meant who owned it and who takes care of it.

Commissioner Miller asked what kind of title it would have. He asked if it was a living unit and proportional space.

Mr. Durant asked if D was fine.

Commissioners agreed.

Mr. Durant moved on to E.

E. The adequacy of the size of the proposed Planned Development Overlay to accommodate the contemplated development; and

Mr. Durant asked if a minimum size should be placed in E.

Commissioner Torkelson stated that it would take care of itself.

Commissioner Smith stated that another discussion would take place on minimum size. She stated that once that happened E would be taken care of.

Mr. Durant read F.

F. Compliance with the City's subdivision code, if a proposed Planned Development Overlay is combined with a proposal to divide land into lots.

Mr. Durant stated that one or the requirements was to meet the subdivision code.

Discussion ensued.

Mr. Durant moved to 10.24.060

#### **10.24.060 Application—Procedure**

Applications for a proposed planned development shall be prepared, submitted, and processed as follows:

A. Preliminary PDP. The applicant shall prepare a Planned Development Plan (PDP) in accordance with SMC 10.24.070 and with the provisions of this chapter;

B. Pre-Application Conference. The applicant shall contact the Planning Department and schedule a pre-application conference to review the PDP for completeness and for compliance with the Comprehensive Plan and the provisions of this chapter;

C. Application Submittal. Following the pre-application conference, the applicant shall submit an application for Planned Development Overlay to the Planning Department on a form provided by the City, accompanied by all documents required by the application form, including the final PDP;

D. Determination of Completeness. Within 28 days of receiving a date-stamped Planned Development Overlay application, the Planning Department shall issue a determination of completeness in accordance with SMC 21.05.050;

E. Review Hearing. Within 30 days of a determination of completeness issued pursuant to paragraph (D) of this section, the City shall schedule a hearing before the Hearing Examiner in accordance with SMC 10.24.080 for review of the Planned Development Overlay application. The hearing itself may be set to begin on a date later than 30 days after issuance of the determination of completeness. The Hearing Examiner shall render a recommendation thereon to the City Council; and

F. City Council Action. Within 45 days of the City's receipt of the Hearing Examiner's recommendation, the City Council shall consider the recommendation, after which it shall adopt, modify or reject the recommendation of the Hearing Examiner pursuant to SMC 10.24.090.

Mr. Durant moved to 10.24.070

#### **10.24.070 Application—Planned Development Plan**

The Planned Development Plan shall include both project maps and a written project description containing, as applicable, the elements enumerated in subsections (A) and (B) of this section.

Mr. Durant suggest additional wording instead of the word “applicable”.

A. Project Maps. The PDP shall include an accurate map or maps drawn to a scale of not less than one inch to one hundred feet, depicting the following:

1. The boundaries of the proposed Planned Development Overlay;
2. Location, names and dimensions of all existing and proposed streets, public ways, railroad and utility rights of way, parks or other open spaces, and all land uses within 200 feet of the boundary of the proposed PDO;

Mr. Durant suggested changing the 200 feet especially for small PDO’s.

Commissioner Miller commented that that seemed large.

Chairman Quinnell asked if 200 feet was standard.

Mr. Durant stated that he didn’t think so. He stated that it may be seen in other codes but others said surrounding land uses.

Commissioner Smith commented that notices of zoning change are sent to everyone within 600 feet. Why not make it 600 feet.

Mr. Durant suggested the 200 feet be changed to surrounding areas.

Discussion ensued.

Mr. Durant asked if there was anything else in 10.24.070 a 7 b. He stated that these two section where were the developer would tell the city why this pan would work.

Commissioner Miller stated that all these things needed answered in the pre-application.

3. Preliminary plans, elevations, number of dwelling units, types of use, and exterior appearance of all proposed buildings and structures, which shall include drawings, architectural renderings or photographs;

4. Proposed location and Square footage of community facilities and “common open space”;

5. Proposed public dedications;

6. Location of off-street parking areas, including garages, number and dimensions of parking places, width of isles and bays, and angles of parking, as well as points of ingress to and egress from the proposed PDO (see SMC 10.24.120(A));

7. Location, arrangement, number and dimensions of truck loading and unloading spaces and docks;

8. Location and directional bearing of all major physiographic features such as railroads, drainage canals and shorelines;
9. Existing topographic contours at intervals of not more than five feet;
10. Proposed topographic contours at intervals of not more than one foot;
11. Existing and proposed sewers, water mains and other underground facilities within and adjacent to the proposed PDO, and their certified capacities;
12. Proposed drainage facilities;
13. Proposed landscaping and the approximate location, height and materials of all walls, fences and screens;
14. Traffic flow plan, including pedestrian and vehicular circulation pattern and the location and dimensions of walks, trails or easements;
15. Indication of proposed stages or phases of development; and
16. In the event the proposed PDO is combined with a proposal to subdivide the land, the PDP shall also include a complete subdivision application pursuant to Chapter 10.50 SMC.

Commissioner Miller asked if section B was the written abstract of the project

Mr. Durant stated that B. is where a developer would tell the city why the project is compatible to surrounding areas.

Commissioner Miller and Mr. Durant discuss section B.

B. Written Project Description. The PDP shall include a written project description identifying the project as a residential planned development and setting out detailed information concerning the following:

1. Statement of the project goals and objectives, compatibility with the surrounding area, and potential future use (i.e., why it would be in the public interest and consistent with the Comprehensive Plan);
2. Proposed system of ownership;
3. Operation and maintenance proposal; (i.e., homeowner association, condominium, co-op or other);
4. All proposed land uses, including uses permitted in the underlying zone and uses not permitted in the underlying zone, and how such uses fit into the planned development concept;
5. All deviations from the development standards of the underlying zone;
6. Tables showing total numbers of acres, distribution of area by use, percent designated for dwellings and open space, number of off street parking spaces, street, parks, playgrounds, and schools;
7. Tables indicating overall densities and density by dwelling types, and any proposals for adjustments to the density limitations;
8. Restrictive covenants;
9. Waste disposal facilities;
10. Local access street design;
11. Parking and lighting, as required by SMC 10.24.120(A);
12. Water supply;

13. Public transportation;
14. Community facilities; and
15. Development timetable.

Mr. Durant asked if there was anything else on 10.24.070. He moved to 10.24.080. He stated that most of this was already in the code. He explained that existing code would dictate all of this section.

#### **10.24.080 Hearing Examiner Recommendation**

In accordance with 10.24.060(E), the Planning Department shall, in consultation with the Hearing Examiner, fix the date at which the Planned Development Overlay application shall be considered and reviewed by the Hearing Examiner at an open record public hearing.

A. Notice of Hearing. Notice of the hearing shall be published once not less than 10 days prior to the hearing in the official newspaper of the City. Additional notice of such hearing **may** be given by mail, posting on the property, **or** in any manner the Planning Department or Hearing Examiner deems suitable to notify adjacent owners and the public.

Commissioner Smith recommended changes to: A. Notice of Hearing. She recommended changing “may” (highlighted) to “shall” and “or” (highlighted) to “and” due to the fact that Selah has not newspaper.

Mr. Durant stated that it was already required. He suggested change this section to notice shall be given by title 21 requirements rather than duplicating it.

Commissioner Miller asked if there was a mean to put that on the website.

Mrs. Lake answered yes.

B. Conduct of Hearing. At the hearing, the Hearing Examiner shall consider all relevant evidence to determine whether the proposed Planned Development Overlay should be approved, conditionally approved, or disapproved according to the Planned Development Overlay criteria enumerated in SMC 10.24.050.

C. Written Recommendation. Not later than 10 **business** days following the conclusion of the hearing, or any continued hearing, the Hearing Examiner shall render a written recommendation to the City Council and transmit a copy thereof to all **parties** of record. The Hearing Examiner may recommend that the proposed Planned Development Overlay be approved, conditionally approved, or disapproved. Conditions of approval shall be precisely recited in the Hearing Examiner's recommendation.

Mr. Durant recommended amending this paragraph to say a copy or a notice of availability. He stated that the Hearing Examiners recommendations are 25page long. He stated a notice is usually sent out.

Commissioner Miller asked if it was something that could be looked at electronically.

Mr. Durant stated that it could be done.

Mrs. Lake stated that it was not something that was done in the past but I could be done in the future.

Mr. Durant asked if there was anything else on 10.24.080. He proceeded to 10.24.090.

#### **10.24.090 City Council Action—Effect of Approval**

A. City Council Action. Within 45 days of the City's receipt of the Hearing Examiner's recommendation on any proposed Planned Development Overlay, the City Council shall consider the recommendation at a public meeting, where it may adopt, modify or reject the recommendations of the Hearing Examiner.

B. Effect of Approval. Upon the City Council's approval of a Planned Development Overlay, the subject property shall be designated with the "(PD)" suffix qualifier as provided in SMC 10.24.040(A). The City Council shall promptly thereafter initiate a legislative amendment the official zoning map pursuant to SMC 10.40.030(1) to reflect the new zoning designation, unless such zoning map amendment application has been included in the approved planned development application.

Mr. Durant stated that Yakima clarified that a PD did not have to meet the criteria of a rezone, just the criteria of a PD. He suggested that the Commission do that same thing.

C. Failure to Develop. If substantial construction has not been performed on the project within 18 months after the date of approval, the Planned Development Overlay Zone designation shall lapse, and the property shall revert by operation of law to the underlying zoning district, regardless of any contrary designation on the official zoning map. The City Council may choose to extend this 18-month period one time, for an additional period not to exceed 12 months, upon good cause shown in writing by the applicant. The City Council's decision with respect to any such extension shall be final.

Mr. Durant explained that if the project is not started in that time you lose the PDO. He moved to next section. He suggested add in another section

Discussion ensued:

#### **10.24.100 Development Standards—Design**

The following design standards shall apply to all Planned Development Overlays ("PDO or PDO's").

A. Pedestrian-Oriented Design. There shall be a distinct separation of vehicular and pedestrian traffic within a PDO. The design must be in compliance with the City's public parks plan and Comprehensive Plan. This may require an improved pedestrian trail system that links the PDO's primary uses together and an improved pedestrian/bicycle trail easement which links at least a portion of the PDO's trail system to the pedestrian amenities adjacent to the PDO.

5  
4

B. Compatible and Efficient Layout. Streets, lot lines, low--impact development techniques and facilities, landscaping areas, open space, building footprints and/or other features shall be arranged for maximum traffic flow efficiency and minimal impact to natural features, existing traffic patterns and uses in the vicinity. Vehicular entrances and exits to the PDO shall be minimized by providing for common ingress, egress and circulation areas.

C. Compatibility with Adjacent Uses. The exterior of the PDO shall be highly compatible with adjacent uses. Compatibility may include, but is not limited to, restricted uses along the exterior of the development, building footprint location, open spaces, buffers, landscaping, architectural style and pedestrian/vehicular circulation linkages. The PDO shall be integrated into the existing community fabric. Building height may not be used as criteria for judging compatibility with adjacent uses. PDP's shall provide adequate setbacks in order to avoid negative impact to adjacent structures on neighboring properties. Side setbacks for structures 26 feet and higher shall be a minimum of 12 feet from the property line. Planned development densities shall not be used as criteria to judge compatibility with adjacent uses when adjacent properties are zoned differently.

Commissioner Smith suggested that "Building height may not be used as criteria for judging compatibility with adjacent uses" be removed.

Mr. Durant moved back to 10.24.100 A. Pedestrian-Oriented Design. He suggested making it clear that sidewalks are mandatory. He then moved to B. Compatible and Efficient Layout and asked what the Commissioners thought of this section.

Commissioner Miller stated that other codes still had to be met.

Mr. Durant moved on to C. Compatibility with Adjacent Uses He suggest changing the language. (Supplied in Final Draft)

Commissioner Smith stated that the sentence didn't make sense.

Mr. Durant and Commissioner Smith and Commissioner Miller recommended removing the sentence.

Mr. Durant suggested changing the wording of the last sentence. (Provided in final draft)

Commissioner Miller and Chairman Quinnell commented to take the language out.

Discussion ensued about building height, setbacks and buffers.

Mr. Durant started with setback.

Commissioner Torkelson suggested matching existing zoning setbacks.

Mr. Durant asked if it should be more with taller building.

Commissioner Smith stated that with a three story she could see 20-25 foot setbacks.

Discussion: set Backs

Mr. Durant clarified setbacks and language. He moved on to D.

D. Variety of Housing Types, Styles. Housing types within a PDO greater than or equal to one acre or six dwellings shall be varied to allow for a range of architectural variety. Although an overall architectural theme may be appropriate, there shall be a range of housing styles within a theme to avoid the monotony of identical structures.

Mr. Durant asked if variety of housing types was something they wanted to make mandatory.

Discussion ensued about number of dwelling units.

Mr. Durant clarified the language and what was mandatory. He move forward to E.

E. Design Diversity. PDO's shall incorporate measures that promote design diversity. This can be accomplished by (see Figures 10.24.100(E)-1 and 10.24.100(E)-2;

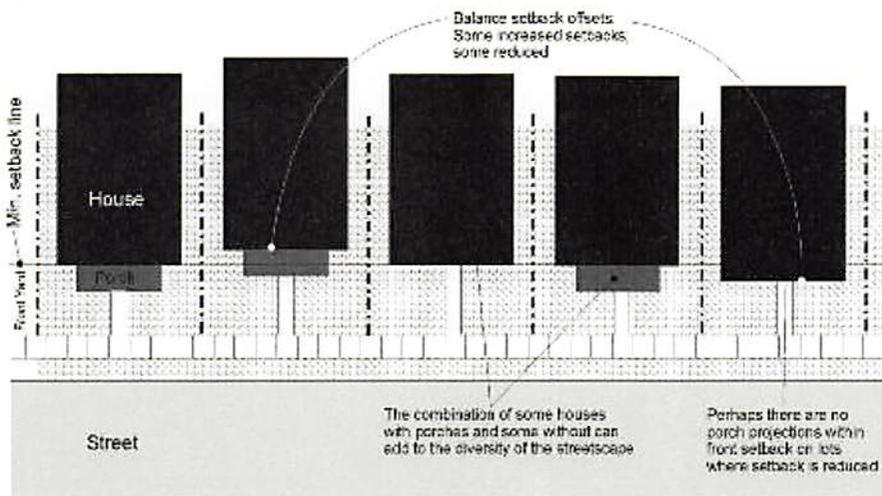
1. Providing a mixture of lot sizes and/or front setbacks (which could be specified on the plat); and/or
2. Providing a diversity of floor plans and facade treatments that avoid monotonous streetscapes. This could be accomplished with conditions on the plat and/or

Mr. Durant suggested combining 1 & 2 and the commissioners agreed. (Reflected in Final Draft)



special covenants required for lots.

*Figures 10.24.100(E)-1 and 10.24.100(E)-2. The above homes feature a good diversity of facade designs, colors and rooflines.*



Figures 10.24.100(E)-3 and 10.24.100(E)-4. Avoid monotonous rows of duplicative homes (top example). Another solution is to prescribe variable setbacks such as in the bottom example.

Mr. Durant read:

#### 10.24.110 Development Standards—Open Space

Common open space consists primarily of large usable areas which are owned by all property owners within a PDO and may include: buffer yards, public space, landscaped or natural areas, recreational areas or an area for a recreation/socialization facility. Sufficient common open space for the types of uses envisioned within a PDO shall be provided. *The minimum allowable open space for a planned development will be no less than 15 percent of the square footage of the PDO.*

Mr. Durant suggested several word changes to 10.24.110.

Discussion ensues on open space.

Mr. Durant asked if 15% should be mandatory

Commissioners agree to 15% mandatory open space.

MR Durant moved on to criteria. He stated that the first sentence should be combined with the previous section.

Commissioner Miller agreed.

A. Planned Development Open Space Design Criteria. Common open spaces include landscaped courtyards or decks, gardens with pathways, children's play areas, or other multi-purpose recreational and/or green spaces. Special requirements and recommendations for common open spaces include the following:

Mr. Durant moved on:

1. Required setback areas shall not count towards the open space requirement unless those areas are portions of a space that meets the dimensional and design requirements and guidelines set forth below:

- a. Spaces shall be large enough to provide functional leisure or recreational activity. To meet this requirement, no dimension shall be less than 15 feet in width;
- b. Spaces (particularly children's play areas) shall be visible from at least some dwelling units and positioned near pedestrian activity;

Commissioner Smith stated that "b" needed clarified.

Mr. Durant stated that this was a safety issue.

Commission Miller commented.

Mr. Durant stated that it was a safe place issue.

- c. Spaces shall feature paths, landscaping, seating, lighting and other pedestrian amenities to make the area more functional and enjoyable;

Mr. Durant asked if "c" should be mandatory.

Chairman Quinnell asked if they were a mandatory or just some.

Mr. Durant gave example of instances of where not all of c. features would fit.

Chairman Quinnell explained that there should be options because not every open space would be applicable to all of section c features.

Commissioner Smith asked if the sentence should be amended.

Mr. Durant suggested making a difference between natural buffer areas and open space areas. Mr. Durant clarified the wording. He moved down to letter d.

- d. Individual entries may be provided onto common open space from adjacent ground floor residential units, where applicable. Small, semi-private open spaces for adjacent ground floor units that maintain visual access to the common area are encouraged to enliven the space. Low walls or hedges (less than three feet in height) are encouraged to provide clear definition of semi-private and common spaces;

Mr. Durant stated that this was clearly not mandatory. He asked if this should be encouraged to but not limited to.

Commissioners agreed.

Mr. Durant continued to e.

- e. Common space shall be separated from ground floor windows, automobile circulation, service areas and parking lots by utilizing landscaping, low-level fencing, and/or other treatments that enhance safety and privacy (both for common open space and dwelling units);

Mr. Durant asked if "e." was shall include not limited to.

Commissioners agreed.

Mr. Durant read f.

- f. Space should be oriented to receive sunlight, facing east, west, or (preferably) south, when possible;
- g. Space should be sited to minimize impacts from prevailing winds;

Mr. Durant stated that he would have a hard time determining f.

Commissioner Smith moved to strike that whole sentence

Chairman Quinnell agreed.

Mr. Durant continued:

- h. Stairways, stair landings and above grade walkways shall not encroach into minimum required common open space areas. An atrium roof covering may be built over a courtyard to provide weather protection provided it does not obstruct natural light inside the courtyard.

Mr. Durant stated he would not like to determine limiting light.

Commissioner Smith stated that h. seemed limiting. She stated that if the association

maintained it, it should be their choice.

Mr. Durant stated that if it was a gazebo then it would be open space.

Commissioner Miller stated that an atrium roof implies glass.

Commissioner Smith suggested striking atrium.

Discussion ensued.

Commissioner Smith went back to b. and suggested that the wording “at least 3 dwelling unit” instead of some.



Figure 10.24.110(A)-1. Examples of common open space.

Mr. Durant moved on.

B. **Indoor Recreational Areas**. Indoor recreational areas shall meet the following conditions:

1. The space shall be located in a visible area, such as near an entrance, lobby, or high traffic corridors; and

Mr. Durant stated that he did not understand high traffic corridors.

Commissioner Miller stated it was like not hiding it in a corner

Mr. Durant asked if both 1 & 2 need to be mandatory.

2. Space shall be designed specifically to serve interior recreational functions and not merely be leftover, un-rentable space used to meet the open space requirement. Such space shall include amenities and design elements that will encourage use by residents.

Commissioner Miller asked if any were made for ADA. He Recommended 5-10 % of the homes be made for ADA persons.

Mr. Durant asked if Commissioner Miller was just referring to open space. Commissioner Miller stated “no” he was not referring to just open space.

Mr. Durant stated he would take a note and that it was dealt with elsewhere.

Discussion ensued regarding senior and ADA and commercial versus residential building.

Chairman Quinnell asked to check the law about ADA housing.

Mr. Durant stated that if it was in the building code then it had to be complied with.

Chairman Quinnell asked Commissioner Miller about single family dwelling and ADA accessible.

Mr. Durant asked “What if we stipulated that a Planned Development had to have a percentage of units.”

Commissioner Torkelson stated that the developer should have the right to choose.

Commissioner Smith stated that it didn’t mean that this issue can’t be discussed at in the future. She asked to place this on the list of issues to discuss.

Commissioner Smith motioned to take a 10 minute break

Chairman Quinnell asked “all in favor say Aye”. Motion passed with a voice vote of 5-0.

10 Minute Break.

Chairman Quinnell called the meeting to order. He invited Mr. Durant continue with page 11.

Mr. Durant started:

C. Shared Rooftop Decks. Shared rooftop decks shall meet the following requirements:

1. Space shall provide amenities such as seating areas, landscaping, and/or other features that encourage use;
  2. Space shall feature hard surfacing appropriate to encourage use by residents;
- and

Mr. Durant stated that he did not know what hard surfacing meant.

Chairman Quinnell stated hard floor.

Discussion ensued.

Commissioner Smith stated that 2 should be eliminated because it is being said in the first sentence.

Commissioner Miller explained that hard surface referred to a surface that may get wet.

Mr. Durant asked if the commissioners wanted to delete 2.

Commissioner Smith agreed.

Mr. Durant asked if one and three were okay.

Commissioners agreed.

3. Space shall incorporate features that provide for the safety of residents, such as enclosures, railings, and appropriate lighting levels.

Mr. Durant continued:

D. Community Gardens. (See Figure 10.24.110(E)-1.) Community gardens shall meet the following conditions:

1. All spaces shall be located to receive at least six hours of natural sunlight per day in summer months;
2. All spaces shall have access to irrigation;
3. All spaces shall have tillable soil to a depth of one foot, minimum;
4. Spaces may be provided in shared or private yard areas, at ground level, on balconies, or on rooftop decks;
5. Where some or all of the community garden is within shared common open space, a management program shall be required setting forth the following provisions:
  - a. Access to interested residents meeting minimum space requirements set forth herein; and
  - b. Provisions for space management and maintenance; and
  - c. No additional fees shall be assessed to space users beyond standard home owners association or resident maintenance fees; and

Mr. Durant asked if they wanted maintenance for the gardens.

6. Where community garden space is provided within shared common open spaces, the following standards shall apply;
  - a. Walkways between planting beds shall be at least two feet wide; and
  - b. Planting beds shall be raised above surface level. For ground level spaces, planting beds shall be raised at least six inches. For rooftop spaces, planting beds shall be raised by at least 18 inches.

Discussion ensued.

Conclusion: Leave in.



*Figure 10.24.110(E)-1. Community garden example.*

Mr. Durant moved on.

#### **10.24.120 Development Standards—Parking, Lighting and Roads**

A. Parking Plan. A detailed parking plan shall be submitted with a Planned Development Overlay application. The parking plan shall contain the following information: the existing and proposed development; parking stall and driving aisle location and dimensions; loading and maneuvering area; curb cuts; light fixtures; adjacent streets; landscape islands and peninsulas and other relevant features of the proposed parking facility. The parking plan shall also include the location and square footage for each existing and/or proposed structure or use area and the proposed area, including floor area, dedicated to each use. A lighting plan detailing light standard height, location of lights, wattage, and light dispersion patterns shall be submitted with the parking plan. The parking plan may be combined with the landscaping plan. The parking plan shall be subject to approval by the City Planner.

Mr. Durant stated that the parking should not be up to the City Planner.

Commissioner Miller stated that there were clear definitions.

Chairman Quinnell stated that there was a process in place.

Separate plans for off-street parking for residential developments with less than three proposed units are not required except when the parking space for residential uses is to be located on a lot other than the one on which the residential building is located.

1. Computation of required off-street parking spaces.
  - a. Spaces Required. Except as modified in subsections below, off-street parking areas shall contain at a minimum the number of parking spaces as stipulated in the following table. Off-street parking ratios expressed as number of spaces per square feet means the usable or net square footage of

floor area, exclusive of nonpublic areas. Nonpublic areas include but are not limited to building maintenance areas, storage areas, closets or restrooms. If the formula for determining the number of off-street parking spaces results in a fraction, the number of off-street parking spaces shall be rounded to the nearest whole number with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

*Computation of required off-street parking spaces.*

Category of Land Use	Minimum Parking Spaces Required
<b>Planned Development</b>	
Dwelling, single-family/duplex/townhouse	2.0 per dwelling unit; for structures containing more than 4 bedrooms, one additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages are permitted for single-family and duplex dwelling units.
One bedroom unit	1.5 per unit
Cottage	1.5 per unit
Studio units	1.2 per unit

Commissioner Miller stated that he was sensitive the parking issue. He stated that people park as close to their door as they can. He also stated that visitors do the same.

Mr. Durant asked for suggestions.

Commissioner Miller asked if there were standards to compare these to. He stated that they still seem light.

Mr. Durant stated there are standards and 2 parking spaces per dwelling is pretty standard. He stated that this was taken from the Fire Code

Discussion ensued between Mr. Durant and Commissioner Miller.

Mr. Durant continued:

**B. Street Lighting Plan**

1. All PDO's shall provide street lights in accordance with the standards for such improvements of the City of Selah and they shall be owned and operated by the City. A street lighting plan submitted by the applicant and approved by the Public Works Department shall be as set forth in the current edition of the WSDOT/APWA Standard

Specifications and as directed by the City except where noted herein. All public street light designs shall be prepared by an engineering firm capable of performing such work. The engineer shall be licensed by the State of Washington. All PDO's shall include conduit installed so as to provide adequate capacity for future installation of complete street lighting. All street light electrical installations including wiring, conduit, and power connections shall be located underground. Exception to underground installation is permissible in limited locations with approval of the Public Works Department. The General Notes below need to be included on any plans dealing with street design.

General Notes (Street Light Construction)

1. All workmanship, materials and testing shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation (WSDOT), and the American Public Works Association (APWA) General Special Provisions (GSP's) for Division One General Requirements as the standard specifications governing all design and construction of public works improvements by the City and by private developers.
2. Developer or developer's engineer shall submit proposed lighting layout and types on plans. The Public Works Department will be required to approve lighting plans prior to development approval.

Mr. Durant asked if the entire Commissioner were good with the Street section.

Commissioners agreed.

Mr. Durant continued:

C. Local Access Street Design.

1. Purpose. The purpose of planned development street design standards is to provide safe and attractive local access streets that provide access to planned development property.

Commissioner Miller stated that private roads should have requirements.

Commissioner Pendleton stated that requirements should be left up to the Engineers.

Mr. Durant stated that a planned development street system was standalone.

Commissioner Miller stated that at the top of the hill by Hillcrest it just dead ends. He stated that they would have to join in an appropriate way.

Discussion ensued about street design.

Conclusion: A Planned Development's Homeowners Association would have to maintain the streets.

Mr. Durant moved on:

2. Implementation. Street section connections to existing curbs/sidewalks shall be as follows:

- a.- When curbs/sidewalks exist on one abutting end of a proposed planned development project, the new planned development shall transition from its existing location to the new street section as provided by current code requirements; and
- b.- When existing curbs/sidewalks exist on both abutting ends of a proposed project (infill), or along the frontage of the proposed project, the project applicant may petition the public works director for a departure from the code streetscape requirements. This departure, if granted, would allow for the continuation of the existing roadway section across the proposed planned development. As a condition of departure, the applicant shall be required to dedicate necessary rights-of-way to construct improvements and execute a deferral agreement to participate in a future project to construct said improvement(s).

Mr. Durant suggested different language for section b above. (Reflected in Final Draft attached)

Commissioner Miller questioned the phrasing.

Mr. Durant tried to explain that the work departure didn't quite sound right. He moved to the next section.

3. Design. There are two optional designs for local access streets, including 20-26 foot, and over 26 and less than 32-foot-wide streets, to allow flexibility for planned development design while accommodating functional access needs and community design goals. Travel lanes are shared auto and bicycle lanes. Sidewalks are required, at the minimum, on one side of the street.

- a. Continuity. Designs shall be consistent on individual blocks. An exception is for a hybrid design. An example would be a 20-foot street that integrates parking pockets on one side of the street.
- b. Curbing and gutters are required for all street designs.
- c. Limitation for 20-foot streets. No parking will be allowed on 20 foot wide streets. 20-foot wide streets are intended to be used only in special cases where there is available guest parking on nearby streets or additional off-street parking is provided within walking distance of homes. All dwelling units shall be within 500 feet (measured along sidewalks or other internal pathways) of available on-street or off-street guest parking equal to one space per dwelling unit, minimum. Developments may integrate parallel parking bulb-outs (see Figure 10.24.120(B)-1) along these streets, provided the bulb-outs take up no more than 50 percent of the planting strip length.

- d. While two sidewalks are encouraged for all street designs, they are not mandatory. One sidewalk for each type of street is allowed.
- e. Driveways shall have a minimum 22-foot setback from the edge of the sidewalk to garage or covered parking.



*Figure 10.24.120(B)-1: Example of a local access street with integrated parallel parking bulb-outs.*

Commissioner Smith asked if the above picture was of a 20 foot street.

Mr. Durant replied that the street with cutouts was a 20 foot street.

Commissioner Miller stated his concern was if storm drains were required.

Mr. Durant replied yes, appropriate drains were required.

Commissioner Miller stated his concern of incomplete road shoulders.

Mr. Durant replied that complete road shoulders were required. Mr. Durant addressed 3c limitations of 20 foot street.

Commissioner Miller questioned the 500 foot distance to a designated parking lot, and human nature generally means people will avoid having to walk that distance to park at someone's home.

Mr. Durant explained off street parking for a 20 foot street.

Commissioner Smith question whether a 20 foot street should be allowed.

Discussion Ensued.

Mr. Durant stated that it had to be approved by fire code.

Discussion resumed.

Commissioner Smith recommended limiting the situation in which a 20 foot road maybe used.

Mr. Durant moved 3-d of design. He asked if there should be an incentive for sidewalks on both sides.

Commissioner Miller and Mr. Durant discussed sidewalks, trip traffic and size of a development.

Commissioner Pendleton and Commissioner Smith recommended and stated that 30 foot streets should have sidewalks on both sides.

Mr. Durant stated that 30 feet was approaching city standards and it required sidewalks on both sides.

Commissioner Miller stated that he wanted to see sidewalks on both sides of the road where there are homes on both sides.

Commissioner Smith stated that with PDP there would be more open space and more people inclined to walk.

Mr. Durant and Commissioner Torkelson stated that developers would go with city street standards for 30 foot streets and if a developer really wants sidewalks on both sides of the street he can.

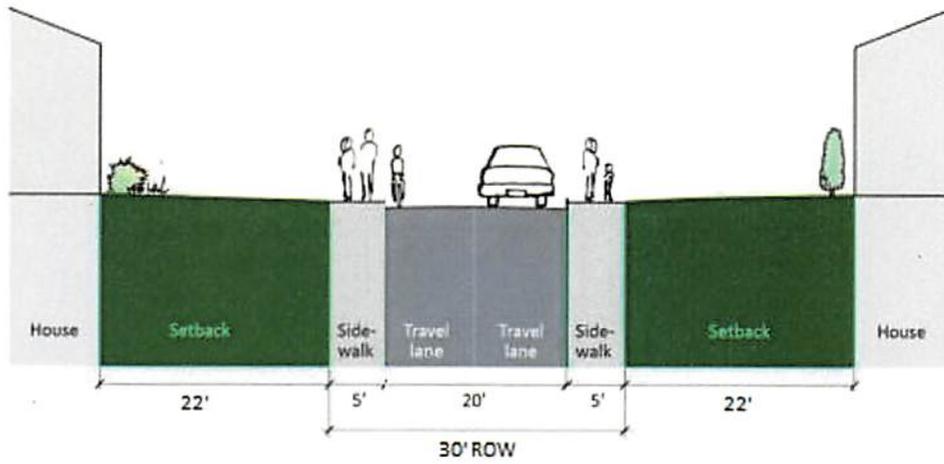
Commissioner Smith Stated she was fine with that.

Commissioner Miller talked about 3-e. He clarified the 22 foot setback.

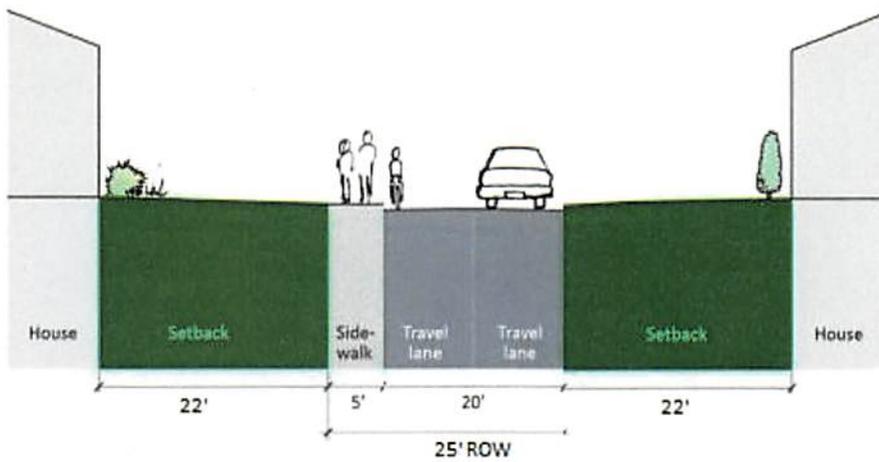
Mr. Durant suggested that item should be grouped the other requirements. He also stated he would clarify that the setback measurement was from the edge of the sidewalk closest to the dwelling unit. He then asked if anyone had any problems with the diagrams of the streets. He Move on to 10.24.130.

### **20 Foot to 26 Foot Wide Streets**

20' Wide Street Depicted



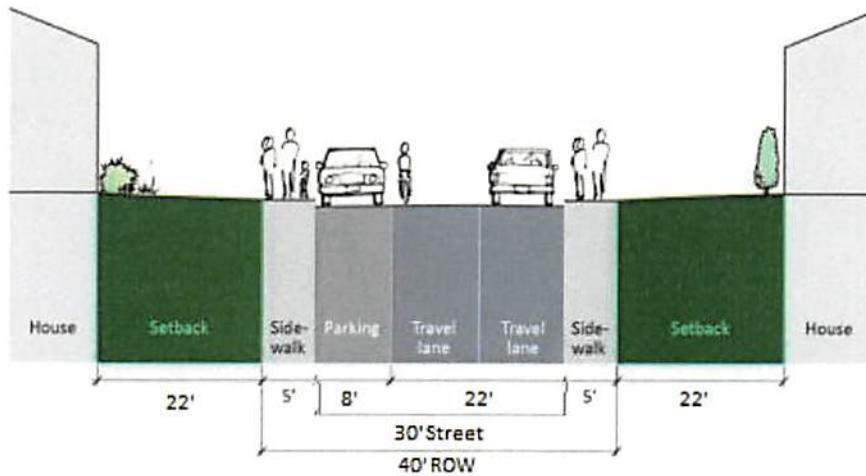
**20' Wide Street, One Sidewalk Depicted**



*Figure 10.24.120(B)-2: Cross-sections for local access street design options (with standard dimensions)*

**Streets Over 26 Feet and Less Than 32 Feet Wide**

### 30' Wide Street Depicted



### 30' Wide Street, One Sidewalk Depicted

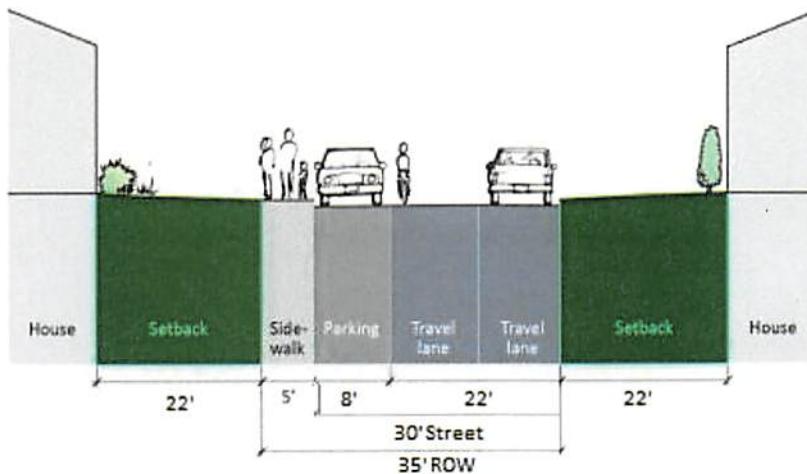


Figure 10.24.120(B)-2 Continued: Cross-sections for local access street design options (with standard dimensions)

#### 10.24.130 Limitations on Authority to Alter Zoning

The following provisions of the Selah Municipal Code may not be altered pursuant to this chapter:

- A. Any provision of this Chapter 10.24, Planned Development;

Mr. Durant stated that this meant that a PD could not reduce normal standards. Mr Durant moved on.

B. Any provision of Title 10, Zoning, which specifically states that it is not subject to modification or alteration; and

C. Any provision of the Land Use Table in SMC 10.28.020.

#### **10.24.140 Modifications**

An applicant may request a modification to any element or provision of an approved Planned Development Overlay. All modification applications shall be deemed either “minor” or “major.”

A. Minor Modifications. Minor modifications may be approved administratively in accordance with the procedure set forth in the PDP, where applicable, or by the City Administrator. A modification shall be considered “minor” if it:

1. Would not increase the total number of dwelling units in the Planned Development Overlay above the maximum number set forth in the PDP, or would not decrease the number of dwelling units by more than 10 percent;

2. Would not decrease the minimum - or increase the maximum - density for residential areas of the Planned Development Overlay beyond the density ranges in the PDP;

Mr. Durant clarified number two above.

Commissioner Smith stated that this is why they need to define minimum and maximum.

Mr. Durant asked if she was talking about minimum area.

Commission Smith stated she was.

Mr. Durant stated the number 2 was talking about density. He moved on.

3. Would not decrease the approved amount of open space or recreation space;

4. Would not increase any adverse environmental impact, provided that additional environmental review may be required to determine whether such change is likely to occur;

Mr. Durant stated his concerns about number 4 and he could rewrite to what SEPA requirements were. He proceeded.

5. Would not adversely impact the project’s fiscal projections to the detriment of the City;

Commissioner Miller stated that this meant a certain amount of finish.

6. Would not significantly **impact** the overall design of the PDP; and

Mr. Durant suggested changing the word impacted to change.

Chairman Quinnell agreed.

7. Would not significantly alter the size or location of any designated open space resulting in a lowered level of service, and would not reduce the total amount of required open space.

Mr. Durant stated that this meant the developer could not lower the level of service. He discussed Compatibility. (Reflexed in Final Draft) He proceeded.

B. Major Modifications. Major modifications shall be reviewed using the same procedures applicable for new Planned Development Overlay applications set forth in SMC 10.24.060. Any modification that is not minor pursuant to subsection (A) of this section shall be considered “major.” The City may specify additional criteria for determining whether a proposed modification is minor or major by requiring such provision in the PDP, but the criteria listed in this section cannot be modified or reduced by the PDP.

#### **10.24.150 Reconstruction of Damaged Buildings or Improvements**

Replacement or reconstruction of any buildings or improvements that have been damaged or destroyed within the Planned Development Overlay shall substantially conform to the original PDP.

Mr. Durant stated that someone had questioned substantial. He stated that it meant it was not quite the same but the same. He request it be left in.

Commissioner Miller and Mr. Durant discuss the meaning of substantial.

Commissioner Miller asked about a finish date on the project.

Mr. Durant stated that with a big project it could take years to finish.

Commissioner Miller asked how they could protect the neighbor if a project was not finished.

Discussion ensued.

Commissioner Quinnell stated that if a different contractor took over a project they still had to build to the PDP standards.

Discussion ensued.

Mr. Durant stated that a long plat had time limits. If not executed within a certain time frame the long plat filing was null.

Commissioners stated that there were several developments that take many years to build.

Mr. Durant proceeded.

#### **10.24.160 Appeal**

Any final decision by the City Council made pursuant to this chapter may be appealed to the Yakima County Superior Court within 21 days from the date of the decision being appealed, pursuant to Chapter 36.70C RCW, the Land Use Petition Act.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

Mr. Durant suggested they go back to the items in question.

Commissioner Miller stated that the commission would come back in two weeks to a hearing and to approve or not approve the document

Mr. Durant stated that that was correct.

Commissioner Miller stated that he was clarifying

Chairman Quinnell replied that that was correct.

Mr. Durant went back to the issue of minimum unit and minimum acreage.

Commissioner Miller asked if these things could be written down so that the commissioner could study it.

Mr. Durant stated that he would put the revised version on the web with side notes of the issues

Chairman Quinnell suggested they could address the issues at the next meeting. He stated that Mr. Durant could rewrite it with the issues at the side.

Commissioner Smith stated that the issue of ADA would need to be discussed in the future as it deals with the municipal code.

Discussion ensued

Conclusion: Discuss ADA code at a future meeting.

2. New Business- none

H. Reports/Announcements

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

I. Adjournment

Commissioner Miller motioned to adjourn the meeting, Commissioner Torkelson and Commissioner Smith seconded the motion. Chairman Quinnell adjourned the meeting at 8:52 pm with a voice vote of 5-0.



Chairman

**CITY OF SELAH  
WASHINGTON  
ORDINANCE NO.**

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**AN ORDINANCE OF THE CITY OF SELAH,  
WASHINGTON, ADDING A NEW SELAH MUNICIPAL  
CODE CHAPTER 10.24 RELATING TO PLANNED  
DEVELOPMENT; CREATING A PLANNED  
DEVELOPMENT (PD) OVERLAY ZONE; ESTABLISHING  
DEVELOPMENT REGULATIONS FOR PLANNED  
DEVELOPMENT OVERLAY ZONES; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE  
DATE**

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WHEREAS, the City Council desires to provide for an overlay zone in order to better regulate planned development activity within the City of Selah;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. New Chapter 10.24 SMC, Planned Development, Added. A new Selah Municipal Code Chapter 10.24, entitled "Planned Development," is hereby adopted to read as follows:

**Chapter 10.24  
PLANNED DEVELOPMENT**

**Sections:**

- 10.24.010 Purpose**
- 10.24.020 Applicability**
- 10.24.030 Definitions**
- 10.24.040 Planned Development Overlay Zone—Created**
- 10.24.050 Planned Development Overlay Zone—Criteria**
- 10.24.060 Application—Procedure**
- 10.24.070 Application—Planned Development Plan**
- 10.24.080 Hearing Examiner Recommendation**
- 10.24.090 City Council Action—Effect of Approval**
- 10.24.100 Development Standards—Design**
- 10.24.110 Development Standards—Open Space**
- 10.24.120 Development Standards—Roads and Parking**
- 10.24.130 Limitations on Authority to Alter Zoning**
- 10.24.140 Modifications**

**10.24.150 Reconstruction of Damaged Buildings or Improvements**  
**10.24.160 Appeal**

**10.24.010 Purpose**

The purpose of this chapter is to establish a planned development overlay zone to allow new development that is consistent with both the Comprehensive Plan and the intent of the underlying zoning district, but which would not otherwise be permitted due to limitations in dimensional standards, permitted uses, or accessory uses in the underlying zoning district. Planned Development Overlays are intended to:

A. Encourage flexibility in design and development that is architecturally and environmentally innovative and which will result in a more efficient aesthetic and desirable utilization of the land than is possible through strict application of otherwise applicable zoning and subdivision controls; and

B. Provide for the clustering of dwelling units, usable open space and mixed-density residential development, including but not limited to single-family, duplexes, townhouses, apartments and multiple-family dwellings as provided for by the Comprehensive Plan, while protecting and maintaining compatibility with existing residential neighborhoods.

**10.24.020 Applicability**

This chapter applies to applications for and development within a planned development overlay zone, and is to be used in conjunction with the land use classification system established in Title 10 of the Selah Municipal Code and with the Comprehensive Plan.

**10.24.030 Definitions**

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise or they are more specifically defined in a section or subsection. Terms not defined shall be as defined by Appendix A to Chapters 10.02 through 10.48 SMC, otherwise shall be given their usual meaning.

“ADA” means the Americans with Disabilities Act of 1990.

“City Administrator” means the City of Selah City Administrator appointed pursuant to SMC 1.10.015.

“City Council” or “Council” means the City Council of the City of Selah, Washington.

“Code” or “SMC” means the Selah Municipal Code.

“Compatible” For the purpose of this Chapter, if all of the requirements of Sections 10.24.100, 10.24.110 and 10.24.120 are met, including those that are not mandatory but are indicated as being “preferable”, the Planned Development should be considered to be compatible with surrounding land uses, absent clear evidence to the contrary. If not all of the requirements are met (except for certain standards that are mandatory and cannot be reduced) additional information from the applicant will be required and the

**PDP may need to provide alternative measures to assure that the project is compatible.**

“Comprehensive Plan” means the 2005 Urban Growth Area Comprehensive Plan adopted by the City of Selah, **or as subsequently amended.**

“City” means the City of Selah, Washington.

“Hearing Examiner” means the City of Selah Hearing Examiner appointed pursuant to SMC 1.60.020.

“Major Modification” means modifications which substantially change the character, basic design, density, open space or other requirements and conditions of the approved Planned Development Overlay, as further defined in SMC 10.24.140(B).

“Minor Modification” means modifications which may affect the precise dimensions or siting of buildings (i.e., lot coverage, height, setbacks) but which do not affect the basic character or arrangement and number of buildings approved in the Planned Development Overlay, as further defined in SMC 10.24.140(A).

“Planned Development Overlay” or “PDO” means any property with a Planned Development (PD) Overlay Zone designation.

“Planned Development Plan” or “PDP” has the meaning prescribed under SMC 10.24.070 as now in effect or as may subsequently be amended.

“Planning Department” means the City of Selah Planning Department.

“PD District” means an existing planned development, as of the effective date of this ordinance, which was created under the previously repealed Chapter 10.24 SMC.

#### **10.24.040 Planned Development (PD) Overlay Zone—Created**

A. Planned Development Overlay Zone Designation. A planned development approved in accordance with this chapter after the effective date of the ordinance adopting this chapter shall have a zoning designation of Planned Development (PD) Overlay Zone. The PD Overlay Zone designation will be reflected by a “(PD)” suffix qualifier on the underlying zoning designation for the parcel. For example, an approved planned development in a Two Family Residential zoning district would be classified as “R-2 (PD)”.

B. Authorized Uses. Planned Development Overlays shall incorporate the permitted land uses and development standards of the underlying zoning district pursuant to the Land Use Table in SMC 10.28.020; provided, however, that approval of a Planned Development Overlay shall modify and supersede the regulations of the underlying zoning district as provided in this chapter and as ~~agreed in the~~ **approved** Planned Development Plan.

Notwithstanding anything to the contrary in the underlying zoning requirements, a Planned Development Overlay may permit all proposed uses and developments under this chapter that are allowed by the Comprehensive Plan and that do not exceed the maximum densities in the Comprehensive Plan.

1. Residential Planned Development Overlays are permitted in the LDSF, R-1, R-2, and R-3 zones; provided, that:

- a. No more than 25 percent of a planned development in the LDSF or R-1 zone may consist of two-family or multiple-family dwellings; and
- b. No more than 25 percent of a planned development in the R-2 or R-3 zones may consist of single-family dwellings.

**Comment [ML1]:** Lisa – 20%; Eric & Carl – 40%

**Comment [ML2]:** What is minimum unit number that qualifies for a PD? (Lisa) Need to define minimum number of acres to qualify for PD. Define where PDAs would be compatible for surrounding neighborhoods.

2. Reserved.

C. Extant Planned Development Zoning Districts. Existing planned developments, as of the effective date of the ordinance adopting this chapter, are and shall remain separate zoning districts created under the previously repealed Chapter 10.24 SMC (“PD Districts”), as indicated on the official zoning map adopted under SMC 10.04.010, and shall:

- 1. Retain the authorized uses considered to be conforming in the PD District; and
- 2. Permit major or minor modifications only within the existing approved boundaries of the PD District.

**10.24.050 Planned Development (PD) Overlay Zone—Criteria**

A Planned Development Overlay shall be approved or denied based upon the following criteria, which are listed in order of priority regarding the weight to be given to each factor:

- A. Compliance with this chapter;
- B. ~~Substantial~~ Compliance with the allowed uses and maximum density for the Future Land Use designation of the subject property as set forth in the Comprehensive Plan;

**Comment [ML3]:** Tom suggested a change here

C. The PDP’s ~~coherence~~ compatibility with the surrounding area or its potential future use (i.e., a logical, orderly, and aesthetically consistent relationship). A Planned Development that complies fully with the standards of SMC 10.24.100, 10.24.110(A), in particular SMC 10.24.100(C) & (E) (and as illustrated by Figures 10.24.100(E)-1 through 4) and provides the minimum amount of on and off-street parking required by SMC 10.24.120(A) shall be considered to be substantially compatible absent clear evidence to the contrary. Also compliance with certain standards that are indicated as being “preferable” shall be considered favorably toward the PDO being fully in compliance and compatible. A Planned Development that does not fully comply with these standards (except for mandatory standards that cannot be reduced) may still be determined by the Reviewing Official to be compatible with adequate documentation provided in the PDP, or additional measures including those described by SMC 10.24.100(D) to assure compatibility.

D. The system of ownership and the means of development, preservation and maintenance of open space;

E. The adequacy of the size of the proposed Planned Development Overlay to accommodate the contemplated development. ~~??Residential Planned Developments shall have a minimum area of \_\_\_\_\_~~; and

**Comment [ML4]:** Tom: How determine? Why need to say that?

F. Compliance with the City's subdivision code, if a proposed Planned Development Overlay is combined with a proposal to divide land into lots.

#### **10.24.060 Application—Procedure**

Applications for a proposed planned development shall be prepared, submitted, and processed as follows:

A. Preliminary PDP. The applicant shall prepare a Planned Development Plan (PDP) in accordance with SMC 10.24.070 and with the provisions of this chapter;

B. Pre-Application Conference. The applicant shall contact the Planning Department and schedule a pre-application conference to review the PDP for completeness and for compliance with the Comprehensive Plan and the provisions of this chapter;

C. Application Submittal. Following the pre-application conference, the applicant shall submit an application for Planned Development Overlay to the Planning Department on a form provided by the City, accompanied by all documents required by the application form, including the final PDP;

D. Determination of Completeness. Within 28 days of receiving a date-stamped Planned Development Overlay application, the Planning Department shall issue a determination of completeness in accordance with SMC 21.05.050;

E. Review Hearing. Within 30 days of a determination of completeness issued pursuant to paragraph (D) of this section, the City shall schedule a hearing before the Hearing Examiner in accordance with SMC 10.24.080 for review of the Planned Development Overlay application. The hearing itself may be set to begin on a date later than 30 days after issuance of the determination of completeness. The Hearing Examiner shall render a recommendation thereon to the City Council; and

F. City Council Action. Within 45 days of the City's receipt of the Hearing Examiner's recommendation, the City Council shall consider the recommendation, after which it shall adopt, modify or reject the recommendation of the Hearing Examiner pursuant to SMC 10.24.090.

#### **10.24.070 Application—Planned Development Plan**

The Planned Development Plan shall include both project maps and a written project description containing, ~~as applicable as determined by the Planning Department at the pre-application conference,~~ the elements enumerated in subsections (A) and (B) of this section.

A. Project Maps. The PDP shall include an accurate map or maps drawn to a scale of not less than one inch to one hundred feet, depicting the following:

1. The boundaries of the proposed Planned Development Overlay;
2. Location, names and dimensions of all existing and proposed streets, public ways, railroad and utility rights of way, parks or other open spaces, and all ~~surrounding land uses within 200 feet of the boundary of the proposed PDO;~~
3. Preliminary plans, elevations, number of dwelling units, types of use, and exterior appearance of all proposed buildings and structures, which shall include drawings, architectural renderings or photographs;

4. Proposed location and Square footage of community facilities and "common open space";
5. Proposed public dedications;
6. Location of off-street parking areas, including garages, number and dimensions of parking places, width of isles and bays, and angles of parking, as well as points of ingress to and egress from the proposed PDO (see SMC 10.24.120(A));
7. Location, arrangement, number and dimensions of truck loading and unloading spaces and docks;
8. Location and directional bearing of all major physiographic features such as railroads, drainage canals and shorelines;
9. Existing topographic contours at intervals of not more than five feet;
10. Proposed topographic contours at intervals of not more than one foot;
11. Existing and proposed sewers, water mains and other underground facilities within and adjacent to the proposed PDO, and their certified capacities;
12. Proposed drainage facilities;
13. Proposed landscaping and the approximate location, height and materials of all walls, fences and screens;
14. Traffic flow plan, including pedestrian and vehicular circulation pattern and the location and dimensions of walks, trails or easements;
15. Indication of proposed stages or phases of development; and
16. In the event the proposed PDO is combined with a proposal to subdivide the land, the PDP shall also include a complete subdivision application pursuant to Chapter 10.50 SMC.

**B. Written Project Description.** The PDP shall include a written project description identifying the project as a residential planned development and setting out detailed information concerning the following **as determined by the Planning Department at the Pre-Application Conference**:

1. Statement of the project goals and objectives, compatibility with the surrounding area, and potential future use (i.e., why it would be in the public interest and consistent with the Comprehensive Plan);
2. Proposed system of ownership;
3. Operation and maintenance proposal (i.e., homeowner association, condominium, co-op or other);
4. All proposed land uses, including uses permitted in the underlying zone and uses not permitted in the underlying zone, and how such uses fit into the planned development concept;
5. All deviations from the development standards of the underlying zone;
6. Tables showing total numbers of acres, distribution of area by use, percent designated for dwellings and open space, number of off street parking spaces, street, parks, playgrounds, and schools;
7. Tables indicating overall densities and density by dwelling types, and any proposals for adjustments to the density limitations;
8. Restrictive covenants;
9. Waste disposal facilities;

**Comment [ML5]:** As determined in the pre-application interview

10. Local access street design;
11. Parking and lighting, as required by SMC 10.24.120(A);
12. Water supply;
13. Public transportation;
14. Community facilities; and
15. Development timetable.

#### 10.24.080 Hearing Examiner Recommendation

In accordance with 10.24.060(E), the Planning Department shall, in consultation with the Hearing Examiner, fix the date at which the Planned Development Overlay application shall be considered and reviewed by the Hearing Examiner at an open record public hearing.

A. Notice of Hearing. Notice of the hearing shall be published ~~once not less than 10 days prior to the hearing in the official newspaper of the City given as required for minor rezones by SMC 10.40 and SMC 21. Additional notice of such hearing may be given by mail, posting on the property, or in any manner the Planning Department or Hearing Examiner deems suitable to notify adjacent owners and the public.~~

Comment [ML6]: shall

B. Conduct of Hearing. At the hearing, the Hearing Examiner shall consider all relevant evidence to determine whether the proposed Planned Development Overlay should be approved, conditionally approved, or disapproved according to the Planned Development Overlay criteria enumerated in SMC 10.24.050.

C. Written Recommendation. Not later than 10 business days following the conclusion of the hearing, or any continued hearing, the Hearing Examiner shall render a written recommendation to the City Council and transmit a copy thereof or a notice of availability of the decision to all parties of record. Posting the decision on a City or Hearing Examiner Website may serve as such notice to parties of record provided that the applicant shall be given a copy of the decision. The Hearing Examiner may recommend that the proposed Planned Development Overlay be approved, conditionally approved, or disapproved. Conditions of approval shall be precisely recited in the Hearing Examiner's recommendation.

Comment [ML7]: or a notice of availability.  
Post HE rec on website. Do we have an HE page??

#### 10.24.090 City Council Action—Effect of Approval

A. City Council Action. Within 45 days of the City's receipt of the Hearing Examiner's recommendation on any proposed Planned Development Overlay, the City Council shall consider the recommendation at a public meeting, where it may adopt, modify or reject the recommendations of the Hearing Examiner.

B. Effect of Approval. Upon the City Council's approval of a Planned Development Overlay, the subject property shall be designated with the "(PD)" suffix qualifier as provided in SMC 10.24.040(A). The City Council shall promptly thereafter initiate a legislative amendment the official zoning map pursuant to SMC 10.40.030(1) to reflect the new zoning designation, unless such zoning map amendment application has been included in the approved planned

development application. The criteria of SMC 10.24.050 shall be used rather than the review criteria of SMC 10.40.050 or SMC 10.40.070.

**Comment [ML8]:** Require PD to comply with CH10.24 and not rezone from ch 10.40. (Tom's suggestion)

C. Failure to Develop. If substantial construction has not been performed on the project within 18 months after the date of approval, the Planned Development Overlay Zone designation shall lapse, and the property shall revert by operation of law to the underlying zoning district, regardless of any contrary designation on the official zoning map. The City Council may choose to extend this 18-month period one time, for an additional period not to exceed 12 months, upon good cause shown in writing by the applicant. The City Council's decision with respect to any such extension shall be final.

#### 10.24.100 Development Standards—Design

The following design standards shall apply to all Planned Development Overlays ("PDO or PDO's").

**Comment [ML9]:** (Tom's suggestion)  
Building height and set-backs: take standards from various points in chapter and combine it here. Add standard bldg. height of 35 ft as stated in building code.

A. **Building Height and Setbacks.** PDP's shall provide adequate setbacks and building heights to avoid negative impacts on adjacent structures on neighboring properties. No building shall exceed a height of 35 feet. The following setbacks are required minimums and shall not be reduced:

- a. Side setback of 12 feet and rear setback of 20 feet for structures 26 feet or higher from exterior property lines of the Planned Development Overlay.
- b. Setbacks for structures less than 26 feet in height from exterior property lines of the Planned Development Overlay shall be the side and rear setbacks of the underlying zoning district.
- c. 22 foot setback from the edge of the sidewalk or back of curb (where there is no sidewalk) facing the building to garage or covered parking.
- d. 12 foot setback from the edge of the sidewalk or back of curb (where there is no sidewalk) facing the building to the rest of the dwelling or other primary building (except for the garage or covered parking).

For the purpose of these setback standards, the determination of which is the side and rear setbacks shall be based on the building from which the setback is being measured and its orientation to the street, not on the configuration or orientation of the property that comprises the PDO. The reviewing official shall make this determination in those situations in which it is not clear.

A.B. Pedestrian-Oriented Design. There shall be a distinct separation of vehicular and pedestrian traffic within a PDO meaning that at minimum, all streets shall be improved with sidewalks that meet minimum City standards. The design must be in compliance with the City's public parks plan and Comprehensive Plan. This may require an improved pedestrian trail system that links the PDO's primary uses together and an improved pedestrian/bicycle trail easement system which links at least a portion of the PDO's trail system to the pedestrian amenities facilities adjacent to the PDO.

**Comment [ML10]:** Minimum of sidewalks

**B.C. Compatible and Efficient Layout.** Streets, lot lines, low-impact development techniques and facilities, landscaping areas, open space, building footprints and/or other features shall be arranged for maximum traffic flow efficiency and minimal impact to natural features, existing traffic patterns and uses in the vicinity. Vehicular entrances and exits to the PDO shall be minimized by providing for common ingress, egress and circulation areas.

**C.D. Compatibility with Adjacent Uses.** The exterior of the PDO shall be highly compatible with adjacent uses. **Measures to assure compatibility shall be described in the PDP and** may include, but **is are** not limited to, restricted uses along the exterior of the development, building footprint location, open spaces, buffers, landscaping, architectural style and pedestrian/vehicular circulation linkages. ~~The PDO shall be integrated into the existing community fabric. Building height may not be used as criteria for judging compatibility with adjacent uses. PDP's shall provide adequate setbacks in order to avoid negative impact to adjacent structures on neighboring properties. Side setbacks for structures 26 feet and higher shall be a minimum of 12 feet from the property line. Planned development densities shall not be used as criteria to judge compatibility with adjacent uses when adjacent properties are zoned differently.~~

**D.E. Variety of Housing Types, Styles.** Housing types within a PDO ~~greater than or equal to one acre or six dwellings shall be varied to allow for~~ have a range of architectural variety. Although an overall architectural theme may be appropriate, there shall be a range of housing styles within a theme to avoid the monotony of identical structures.

**E. Design Diversity.** ~~PDO's shall incorporate measures that promote design diversity. This can~~ shall be accomplished by (see Figures 10.24.100(E)-1 and 10.24.100(E)-2);

1. Providing a mixture of lot sizes and/or front setbacks (which could be specified on the plat); and/or
2. Providing a diversity of floor plans and facade treatments that avoid monotonous streetscapes. This could be accomplished with conditions on the plat and/or special covenants required for lots.

**Comment [ML11]:** Measures to insure compatibility... (Tom)

**Comment [D12]:** Most of this text was moved to new section 10.24.100(A) above

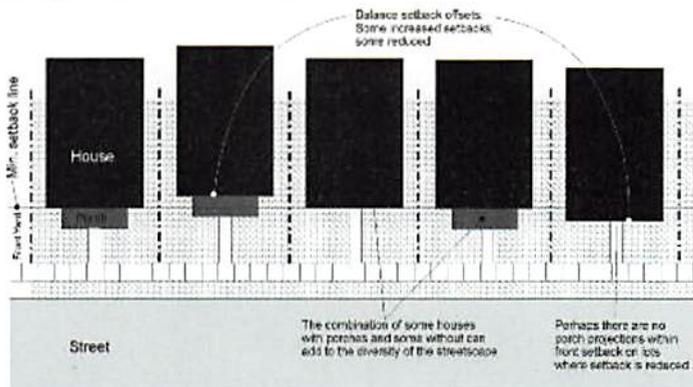
**Comment [ML13]:** Match zone is in for setbacks, 22 from back of sidewalk to face of garage, 12 from back of sidewalk to front of house, 12/26 from side. Rear would match zoning.

**Comment [ML14]:** only 1 bldg out of 5 may be above 26 ft. c/b single family or multi-family

**Comment [ML15]:** combining. (Tom)



*Figures 10.24.100(E)-1 and 10.24.100(E)-2. The above homes feature a good diversity of facade designs, colors and rooflines.*



Figures 10.24.100(E)-3 and 10.24.100(E)-4. Avoid monotonous rows of duplicative homes (top example). Another solution is to prescribe variable setbacks such as in the bottom example.

#### 10.24.110 Development Standards—Open Space

Common open space shall consist primarily of large usable areas which are owned by all property owners within a PDO and may include, but is not limited to: buffer yards, public space, landscaped or natural areas, recreational areas, landscaped courtyards or decks, gardens with pathways, children's play areas, or an area for a recreation/socialization facility, or other multi-purpose recreational and/or green spaces. Sufficient common open space for the types of uses envisioned within a PDO shall be provided. The minimum allowable outdoor open space for a planned development will shall be no less than 15 percent of the square footage of the PDO. Rooftop decks, courtyards, decks, front yards and community gardens shall not be counted toward meeting this minimum.

A. Planned Development Open Space Design Criteria. Common open spaces include landscaped courtyards or decks, gardens with pathways, children's play areas, or other multi-purpose recreational and/or green spaces. Special requirements and recommendations for developed common open spaces include the following. These requirements do not apply to undeveloped open space such as natural areas or critical area buffers:

Comment [ML16]: outdoor common

Comment [ML17]: shall consist

Comment [ML18]: but is not limited to

Comment [ML19]: not to include yards or gardens

Comment [ML20]: shall

Comment [ML21]: move to previous paragraph

Comment [ML22]: shall include but not be limited to

Comment [ML23]: Does not apply to natural buffer areas/

1. Required setback areas shall not count towards the open space requirement unless those areas are portions of a space that meets the dimensional and design requirements and guidelines set forth below:

- a. Spaces shall be large enough to provide functional leisure or recreational activity. To meet this requirement, no dimension shall be less than 15 feet in width;
- 2. b. Spaces (particularly children's play areas) shall be visible from at least ~~some~~ **three** dwelling units and positioned near pedestrian activity;
- 3. e. Spaces shall feature paths, landscaping, seating, lighting and other pedestrian amenities to make the area more functional and enjoyable;
- 4. d. Individual entries may be provided onto common open space from adjacent ground floor residential units, where applicable. Small, semi-private open spaces for adjacent ground floor units that maintain visual access to the common area are encouraged to enliven the space. Low walls or hedges (less than three feet in height) are encouraged to provide clear definition of semi-private and common spaces;
- 5. e. Common space shall be separated from ground floor windows, automobile circulation, service areas and parking lots by utilizing landscaping, low-level fencing, and/or other treatments that enhance safety and privacy (both for common open space and dwelling units);
- 6. f. Space should be oriented to receive sunlight, facing east, west, or (preferably) south, when possible;
- g. Space should be sited to minimize impacts from prevailing winds;
- 7. h. Stairways, stair landings and above grade walkways shall not encroach into minimum required common open space areas. An ~~atrium~~ roof covering may be built over a courtyard to provide weather protection provided it does not obstruct natural light inside the courtyard.

Comment [ML24]: three

Comment [ML25]: Applies to developed open space



Figure 10.24.110(A)-1. Examples of common open space.

B. Indoor Recreational Areas. When provided, indoor recreational areas shall meet the following conditions:

Comment [ML26]: When provided, indoor

1. The space shall be located in a visible area, such as near an entrance, lobby, or high traffic corridors; and

2. Space shall be designed specifically to serve interior recreational functions and not merely be leftover, un-rentable space used to meet the open space requirement. Such space shall include amenities and design elements that will encourage use by residents.

C. **Shared Rooftop Decks.** When provided, Shared rooftop decks shall meet the following requirements:

1. Space shall provide amenities such as seating areas, landscaping, and/or other features that encourage use;

2. ~~Space shall feature hard surfacing appropriate to encourage use by residents; and~~

2.3. Space shall incorporate features that provide for the safety of residents, such as enclosures, railings, and appropriate lighting levels.

D. **Community Gardens.** (See Figure 10.24.110(E)-1.) When provided, Community gardens shall meet the following conditions:

1. All spaces shall be located to receive at least six hours of natural sunlight per day in summer months;

2. All spaces shall have access to irrigation (which in this context, could be municipal water service where otherwise allowed);

3. All spaces shall have tillable soil to a depth of one foot, minimum;

4. Spaces may be provided in shared or private yard areas, at ground level, on balconies, or on rooftop decks;

5. Where some or all of the community garden is within shared common open space, a management program shall be required setting forth the following provisions:

a. Access to interested residents meeting minimum space requirements set forth herein; and

b. Provisions for space management and maintenance; and

c. ~~No additional fees shall be assessed to space users beyond standard home owners association or resident maintenance fees; and~~

6. Where community garden space is provided within shared common open spaces, the following standards shall apply;

a. Walkways between planting beds shall be at least two feet wide; and

b. Planting beds shall be raised above surface level. For ground level spaces, planting beds shall be raised at least six inches. For rooftop spaces, planting beds shall be raised by at least 18 inches.

Comment [ML27]: Discussion re ADA and requiring a percentage of ADA units

Comment [ML28]: When provided shared

Comment [ML29]: When provided Community

Comment [ML30]: Including City water



Figure 10.24.110(E)-1. Community garden example.

#### 10.24.120 Development Standards—Parking, Lighting and Roads

A. **Parking Plan.** A detailed parking plan shall be submitted with a Planned Development Overlay application. The parking plan shall contain the following information: the existing and proposed development; parking stall and driving aisle location and dimensions; loading and maneuvering area; curb cuts; light fixtures; adjacent streets; landscape islands and peninsulas and other relevant features of the proposed parking facility. The parking plan shall also include the location and square footage for each existing and/or proposed structure or use area and the proposed area, including floor area, dedicated to each use. A lighting plan detailing light standard height, location of lights, wattage, and light dispersion patterns shall be submitted with the parking plan. The parking plan may be combined with the landscaping plan. The parking plan shall be subject to approval by the City Planner, **in order for the application to be considered complete.**

Separate plans for off-street parking for residential developments with less than three proposed units **or that consist entirely of single-family dwellings with at least two off-street parking spaces per unit and streets wide enough to provide for on-street parking** are not required except when the parking space for residential uses **is are** to be located on a lot other than **the one that** on which the residential building is located.

1. Computation of required off-street parking spaces.

- a. **Spaces Required.** Except as modified in subsections below, off-street parking areas shall contain at a minimum the number of parking spaces as stipulated in the following table. Off-street parking ratios expressed as number of spaces per square feet means the usable or net square footage of floor area, exclusive of nonpublic areas. Nonpublic areas include but are not limited to building maintenance areas, storage areas, closets or restrooms. If the formula for determining the number of off-street parking spaces results in a fraction, the number of off-street parking spaces

**Comment [ML31]:** In order for the application to be considered complete

**Comment [ML32]:** If pd consists entirely of single family developments.... (Tom)

shall be rounded to the nearest whole number with fractions of 0.50 or greater rounding up and fractions below 0.50 rounding down.

*Computation of required off-street parking spaces.*

Category of Land Use	Minimum Parking Spaces Required
<b>Planned Development</b>	
Dwelling, single-family/duplex/townhouse	2.0 per dwelling unit; for structures containing more than 4 bedrooms, one additional space for each bedroom in excess of 4 shall be provided. NOTE: Tandem parking to accommodate 2-car garages are permitted for single-family and duplex dwelling units.
One bedroom unit	1.5 per unit
Cottage	1.5 per unit
Studio units	1.2 per unit

**B. Street Lighting Plan**

1. All PDO's shall provide street lights in accordance with the standards for such improvements of the City of Selah and they shall be owned and operated by the City. A street lighting plan submitted by the applicant and approved by the Public Works Department shall be as set forth in the current edition of the WSDOT/APWA Standard Specifications and as directed by the **Public Works Director** except where noted herein. All public street light designs shall be prepared by an ~~engineering firm capable of performing such work. The engineer shall be~~ licensed by the State of Washington. All PDO's shall include conduit installed so as to provide adequate capacity for future installation of complete street lighting. All street light electrical installations including wiring, conduit, and power connections shall be located underground. Exception to underground installation is permissible in limited locations with approval of the Public Works ~~Department~~ **Director**. The General Notes below **need to shall** be included on any plans dealing with street design.

**Comment [ML33]:** PW director

General Notes (Street Light Construction)

1. All workmanship, materials and testing shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation (WSDOT), and the American Public Works Association (APWA) General Special Provisions (GSP's) for Division One General Requirements as the standard specifications governing all design and construction of public works improvements by the City and by private developers.

2. Developer or developer's engineer shall submit proposed lighting layout and types on plans. The Public Works Department ~~will be required to~~ shall approve lighting plans prior to development approval final plat recording or building permit issuance.

Comment [ML34]: Missed something here. Ask Tom

C. Local Access Street Design.

1. Purpose. The purpose of planned development street design standards is to provide safe and attractive local access streets that provide access to planned development property.

2. Implementation. These street design standards are minimum requirements and shall not be reduced by the PDP or the reviewing official. Streets may be public or private. Either public or private streets may, as an alternative to meeting these standards, be designed to standards in SMC 10.50 or otherwise adopted by the City.

Comment [ML35]: Apply to both public and private. Have road maintenance agreement for private streets. Public streets have to be const to existing standards.

3. Public Streets. Shall meet the following minimum requirements:  
a. Shall be constructed to City standards and requirements including construction, drainage, signage and lighting except as modified by these street design standards.

b. Construction to City standards is preferred. The PDP shall identify and describe with both text and drawings, the design standards of this Section that are going to be applied and the individual streets within the development that will be constructed to them. Failure to do so shall be considered to mean that full compliance with City public street standards will be required.

c. Shall meet the Fire Apparatus Road standards of the International Fire Code. Where said standards conflict with standards allowed by this Chapter, the more restrictive standards shall be required.

4. Private streets

a. Shall be designed to standards identified and described in detail, using text and drawings in the PDP, subject to approval by the Reviewing Official and that meet or exceed the minimum requirements of this section.

b. Shall meet the Fire Apparatus Road standards of the International Fire Code. Where said standards conflict with the standards allowed by this Chapter, the more restrictive standards shall be required.

c. A road maintenance association or equivalent shall be formed and shall be fully responsible for maintenance of private streets, including but not limited to snow removal. The association and the road maintenance agreement or equivalent instrument shall be included and described in the PDP and subject to approval by the Reviewing Official.

5. Street section connections to existing curbs/sidewalks. sShall be as follows:

a. When curbs/sidewalks exist on one abutting end of a proposed planned development project, the new planned development shall transition from its existing location to the new street section as provided by current code requirements; and

Comment [ML36]: Build street to city standard... (Tom)

b.- When existing curbs/sidewalks exist on both abutting ends of a proposed project (infill), or along the frontage of the proposed project, ~~the project applicant may petition reviewing official may, with the concurrence of the public works director for a departure from the code streetscape requirements. This departure, if granted, would allow for the continuation of the existing roadway section across the proposed planned development. As a condition of departure, The reviewing official may require the applicant shall be required to dedicate necessary rights-of-way necessary to construct improvements and/or execute a deferral agreement to participate in a future project to construct said improvement(s).~~

**Comment [ML37]:** The PW Director shall approve any departure... (Tom)

3. Design. There are two optional designs for local access streets, including 20-26 foot, and over 26 and less than 32-foot-wide streets, to allow flexibility for planned development design while accommodating functional access needs and community design goals. Travel lanes are shared auto and bicycle lanes. Sidewalks are required, at the minimum, on one side of the street.

a. Continuity. Designs shall be consistent on individual blocks. An exception is for a hybrid design. An example would be a 20-foot street that integrates parking pockets on one side of the street.

b. Curbing and gutters and appropriate drainage improvements are required for all street designs.

**Comment [ML38]:** Gutters and appropriate drainage

c. Limitation for 20-foot streets. **Twenty-foot streets are not preferred and No parking will be allowed on 20-foot wide streets. 20-foot wide streets are intended to be used only in special cases where there is available guest parking on nearby streets or additional off-street parking is provided within walking distance of homes. Twenty-foot streets shall serve no more than 8 dwelling units and shall be dead-end unless approved by the reviewing official because it is clearly shown by the PDP that it would not typically be used by through-traffic.**

d. All dwelling units shall be within ~~500~~150 feet (measured along sidewalks or other internal pathways) of available on-street or off-street guest parking equal to one space per dwelling unit, minimum.

**Comment [ML39]:** Eric suggested 150 ft or something like that

e. **No parking shall be allowed on 20-foot wide streets except that Developments may integrate parallel parking bulb-outs (see Figure 10.24.120(B)-1) may be allowed along these streets, provided The bulb-outs shall take up no more than 50 percent of the planting strip length (labeled 'setback' on Figure 10.24.120(B)-2).**

**Comment [ML40]:** Only on dead-end street with no more than 8 units, or only local access to units on that block. Has to comply with Fire Code. 20 ft streets not preferred.

d. f. While two sidewalks are encouraged for all street designs, they are not mandatory. One sidewalk for each type of street is allowed. **Where two sidewalks are provided it may be considered by the reviewing official as a positive measure toward assuring compatibility with adjacent uses per SMC 10.24.050(C).**

c. ~~Driveways shall have a minimum 22-foot setback from the edge of the sidewalk to garage or covered parking.~~

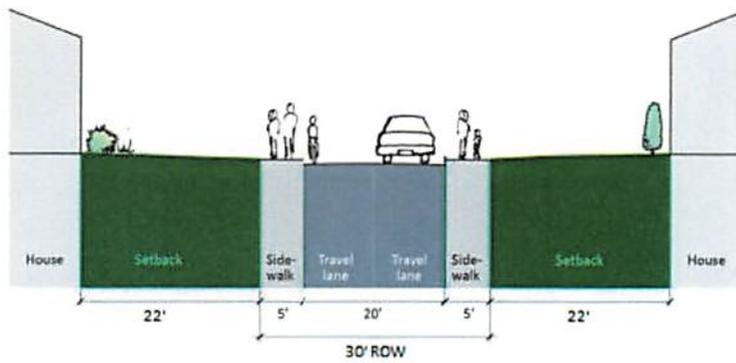
**Comment [ML41]:** Sidewalk facing the house. (moving to another spot per Tom)



*Figure 10.24.120(B)-1: Example of a local access street with integrated parallel parking bulb-outs.*

**20 Foot to 26 Foot Wide Streets**

20' Wide Street Depicted



**20' Wide Street, One Sidewalk Depicted**

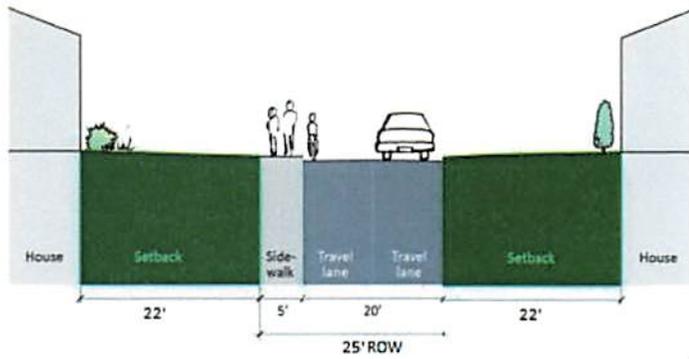
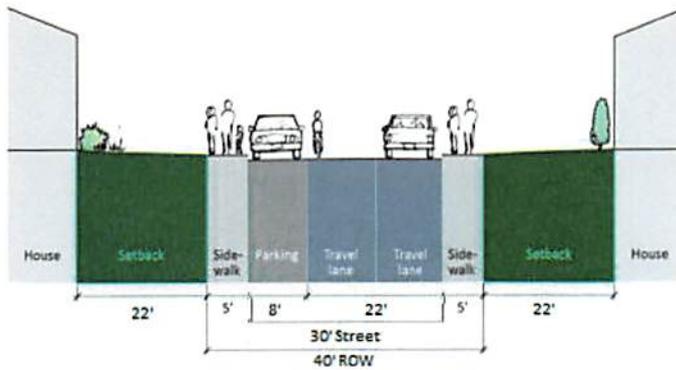


Figure 10.24.120(B)-2: Cross-sections for local access street design options (with standard dimensions)

**Streets Over 26 Feet and Less Than 32 Feet Wide**

30' Wide Street Depicted



**30' Wide Street, One Sidewalk Depicted**



Figure 10.24.120(B)-2 Continued: Cross-sections for local access street design options (with standard dimensions)

#### 10.24.130 Limitations on Authority to Alter Zoning

The following provisions of the Selah Municipal Code may not be altered pursuant to this chapter:

- A. Any provision of this Chapter 10.24, Planned Development;
- B. Any provision of Title 10, Zoning, which specifically states that it is not subject to modification or alteration; and
- C. Any provision of the Land Use Table in SMC 10.28.020, **except that any permitted Class 1, 2 or 3 use in any other residential zone may be permitted in a residential Planned Development provided that it is disclosed in the PDP and approved pursuant to this Chapter. The PDP or the reviewing official may place restrictions on such approved uses including requirements that they go through a separate approval process such as a major or minor modification or Class 1, 2 or 3 review before being established.**

Comment [ML42]: Suggest clarify this.  
(Tom)

#### 10.24.140 Modifications

An applicant may request a modification to any element or provision of an approved Planned Development Overlay. All modification applications shall be deemed either "minor" or "major."

A. Minor Modifications. Minor modifications may be approved administratively in accordance with the procedure set forth in the PDP, where applicable, or by the City Administrator. A modification shall be considered "minor" if it:

1. Would not increase the total number of dwelling units in the Planned Development Overlay above the maximum number set forth in the PDP, or would not decrease the number of dwelling units by more than 10 percent;
2. Would not decrease the minimum - or increase the maximum - density for residential areas of the Planned Development Overlay beyond the density ranges in the PDP;
3. Would not decrease the approved amount of open space or recreation space;
4. **Would not reduce or adversely alter a standard or condition of approval of the PDO that is considered to be "preferable" by this Chapter or that was imposed in order to assure compatibility with adjacent land uses. The reviewing official shall identify conditions of approval as such in the decision issued for the PDO.**

4.5. ~~Would not increase any adverse environmental impact, provided that violate any mitigation measure required by a Mitigated Determination of Nonsignificance (MDNS) or Final Environmental Impact Statement (FEIS) Additional environmental review may shall be required to determine whether such change is likely to occur for any action that is not categorically or statutorily exempt from SEPA unless part of a Planned Action pursuant to RCW 43.21C.440 or determined by the SEPA Responsible Official in~~

Comment [ML43]: Must comply with SEPA  
(Tom)

accordance with WAC 197-11-600 that environmental impacts from the action had been adequately considered by a previously conducted environmental review;

5.6. Would not adversely impact the project's fiscal projections to the detriment of the City;

6.7. Would not significantly ~~impact~~ **change** the overall design of the PDP; and

7. Would not significantly alter the size or location of any designated open space resulting in a lowered level of service, and would not reduce the total amount of required open space.

B. Major Modifications. Major modifications shall be reviewed using the same procedures applicable for new Planned Development Overlay applications set forth in SMC 10.24.060. Any modification that is not minor pursuant to subsection (A) of this section shall be considered "major." The City may specify additional criteria for determining whether a proposed modification is minor or major by requiring such provision in the PDP, but the criteria listed in this section cannot be modified or reduced by the PDP.

Comment [ML44]: change

Comment [ML45]: added: (Tom's suggestion) Any standard that was required to make it compatible with surrounding land use.

#### 10.24.150 Reconstruction of Damaged Buildings or Improvements

Replacement or reconstruction of any buildings or improvements that have been damaged or destroyed within the Planned Development Overlay shall **substantially conform to** the original PDP.

Comment [ML46]: substantially to... (Tom)

#### 10.24.160 Appeal

Any final decision by the City Council made pursuant to this chapter may be appealed to the Yakima County Superior Court within 21 days from the date of the decision being appealed, pursuant to Chapter 36.70C RCW, the Land Use Petition Act.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

CITY OF SELAH

\_\_\_\_\_  
John Gawlik, Mayor

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
Dale Novobielski, City Clerk/Treasurer

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert F. Noe, City Attorney

Filed with the City Clerk: \_\_\_\_\_

Passed by the City Council: \_\_\_\_\_

Date of Publication: \_\_\_\_\_

Effective Date: \_\_\_\_\_