

SELAH CITY COUNCIL

4:00pm January 8, 2019



Selah City Council
 Regular Meeting
 Tuesday, January 8, 2019
 4:00pm
 City Council Chambers

Mayor:
 Mayor Pro Tem:
 Council Members:

Sherry Raymond
 John Tierney
 Roger Bell
 Russell Carlson
 Diane Underwood
 Rachael Glaspie
 Jacquie Matson

CITY OF SELAH
 115 West Naches Avenue
 Selah, Washington 98942

City Administrator:
 City Attorney:
 Clerk/Treasurer:

Donald Wayman
 Robert Noe
 Dale Novobielski

AGENDA

- A. Call to Order –Mayor Raymond
- B. Roll Call
- C. Councilmember Absence – Motion to Excuse
- D. Pledge of Allegiance
- E. Invocation
- F. Agenda Changes **None**
- G. Public Appearances/Introductions/Presentations **None**
- H. Getting To Know Our Businesses **None**
- I. 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. Each person wishing to speak shall have two minutes to address the Mayor and Council.

Persons wishing to speak are required to comply with the City's Rules of Decorum and shall maintain appropriate civility. Comments that are impertinent, degrading, slanderous, or impugn the integrity of any member of the Council, employee of the city, or any member of the public shall not be permitted.

2. Written

- Brandy Tucker a. Monthly Permit Report for December 2018
- Erin Barnett b. Code Enforcement Report for Calendar Year 2018

- J. Proclamations/Announcements **None**
- K. 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: December 11, 2018 Council Meeting
- Dale N. * 2. Approval of Claims & Payroll

L. Public Hearings

- Jeff Peters 1. Public hearing to consider amendments to Selah Municipal Code (SMC) Title 10 Zoning pertaining to regulation of land use and development in the City of Selah allowing for: 1. Additions to Table 10.28A Permitted, Administrative and Conditional Uses, and 2. Changes to Selah Municipal Code 10.34 Off-Street Parking and Loading updating the City of Selah’s Table 34-1 Parking regulations

M. General Business

1. New Business

- Mayor Raymond a. Selection of Mayor Pro Tem for Calendar Year 2019

2. Old Business **None**

N. Resolutions

- Joe Henne 1. Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract with SunRype Products (USA), Inc.
- Joe Henne 2. Resolution authorizing the Public Works Director to sign a Water Quality Combined Financial Assistance Agreement WQC-2017-SelahPW-00101 with the Washington State Department of Ecology to assist in funding the City’s Taylor Ditch Outfall Pollution Reduction project

O. Ordinances

- Jeff Peters 1. Ordinance amending Selah Municipal Code (SMC) Title 10 Zoning pertaining to regulation of land use and development in the City of Selah allowing for: 1. Additions to Table 10.28A Permitted, Administrative and Conditional Uses, and 2. Changes to Selah Municipal Code 10.34 Off-Street Parking and Loading updating the City of Selah’s Table 34-1 Parking regulations

P. Public Appearances **None**

Q. Reports/Announcements

- 1. Departments
- 2. Council Members
- 3. City Administrator
- 4. Boards **None**
- 5. Mayor

R. Executive Session **None**

S. Adjournment

Next Regular Meeting: January 22, 2019

<p>Each item on the Council Agenda is covered by an Agenda Item Sheet (AIS)</p> <p>A yellow AIS indicates an action item.</p> <p>A blue AIS indicates an information/non-action item.</p>



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Informational Item
1/8/2019 I – 2a

Title: Monthly Permit & Code Enforcement Reports December, 2018

From: Brandy Tucker – Planning & Community Development, Building Specialist

Action Requested: Informational - No action needed

Staff Recommendation:

N/A

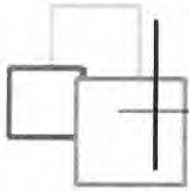
Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: N/A

Recommended Motion: N/A



Permit Type Activity

Permit List: All Permits
 Permit Year: 2018
 Created Dates: 12/1/2018 thru 1/1/2019
 Modified Dates: All Time thru All Time
 Permit Type Status: All

Permit Number	Create Date	Applicant	Applicant Type	Property	Status	Parcel ID
100-Building Permit - New						
<u>NBP-2018-058</u>	12/6/2018	JRC Inc	Contractor	1090 Crusher Canyon Road	Issued	18130221473
					Count:	1
101-Windows						
<u>WIN-2018-013</u>	12/7/2018	Ruark Rental	Owner	126 Goodlander Road	Issued	181435-11531
					Count:	1
104-New Commercial						
<u>NC-2018 -023</u>	12/24/2018	Montiel Es Bakery		601 S 1st Street	New	
<u>NC-2018-025</u>	12/5/2018	Lemmon, Dave	Owner	105 W Valleyview Ave	Issued	18130211441
<u>NC-2018-026</u>	12/13/2018	Woodblock Architecture	Contractor	800 N Park Center	New	181436-21436
<u>NC-2018-027</u>	12/31/2018	CESO Inc	Contractor	800 N Park Center	New	181436-21436
					Count:	4
111-Re-Roof Non-Residential						
<u>RR-NR-2018-002</u>	12/3/2018	A-1 Construction of Yakima		312 N Wenas Ave	Issued	181436-32059
					Count:	1
200-Plumbing Permit - New						
<u>PL-RES-2018-031</u>	12/5/2018	Better Built Industrial Solutions	Contractor	105 W Valleyview Ave	Issued	18130211441
<u>PL-RES-2018-032</u>	12/6/2018	JRC Inc	Owner	1090 Crusher Canyon Road	Issued	18130221473
					Count:	2
203-U.G. Sprinklers						
<u>UGS-2018-023</u>	12/12/2018	Performance Sprinkler & Irrigation		126 Maru	Issued	181436-23025
					Count:	1
206-Fire Sprinkler System						
<u>F SP-S-2018-006</u>	12/6/2018	Washington State DSHS	Owner	609 Speyers Rd.	Issued	181435-13009
					Count:	1
300-Mechanical Permit-New						
<u>M-RES-2018-052</u>	12/6/2018	JRC Inc	Unknown	1090 Crusher Canyon Road	Issued	18130221473
<u>M-RES-2018-053</u>	12/14/2018	Jason Couch		221 Lookout Point Dr.	Issued	181310-14406

Permit Number	Create Date	Applicant	Applicant Type	Property	Status	Parcel ID
<u>M-RES-2018-054</u>	12/17/2018	White, Chris		804 S 7th Street	Issued	18130242462
					Count:	3
<u>304-Mech Commercial</u>						
<u>M-COM-2018-009</u>	12/27/2018	Montiel Es Bakery	Unknown	601 S 1st Street	New	
					Count:	1
<u>600-Additional Inspection Fee</u>						
<u>AIF-2018-005</u>	12/17/2018	Longmire, William & Dana		330 Lookout Point Dr	Issued	18131014403
					Count:	1
					Total Count:	16
					Total Inspections	65



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Informational Item
1/8/2019 I – 2b

Title: Code Enforcement Report for Calendar Year 2018

From: Erin Barnett, Code Enforcement Officer

Action Requested: Informational - No action needed

Staff Recommendation:

N/A

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: See attached annual report

Annual Code Enforcement Report for 2018

Subject Property	Date	Expiration	Communcation	Code Violation	Result
400 BLK S. 1st St	1/8/2018	1/29/2018	Letter-Certified	6.58.090 Dumping Area	
100 BLK E. Fremont Ave	1/10/2018	1/24/2018	Letter-Certified	6.58.260 Parking on Unimproved Surface	Partial
100 BLK E. Bartlett Ave	1/11/2018	1/25/2018	Letter-Certified	6.58.260 Parking on Unimproved Surface; 6.58.030 Littered Premises	Partial
500 BLK N. 2nd St	1/11/2018	1/25/2018	Letter-Standard	6.58.260 Parking on Unimproved Surface	Complied
300 BLK Sherlyn Dr	1/18/2018	2/1/2017	Letter-Standard	6.58.260 Parking on Unimproved Surface	Complied
500 BLK N 15th St	1/24/2017		Verbal	Stormwater-discussed an amendment to New Construction Storm plan	
600 BLK W. Home Ave	1/25/2018	2/7/2018	Letter-Certified	6.58.010 General Nuisance	
600 BLK S. 3rd St	1/26/2017		Verbal-Message	10.08.170 Dumpster Screening	
300 BLK S. 1st St	1/29/2018		Verbal-Employee	10.38 Sign Regulations	Complied
500 BLK S. 1st St	2/6/2018		Stop Work Order	construction w/o permits	
600 BLK N. 13th St	2/8/2018		Letter-Standard	Decaying Trees	
100 BLK E. Home Ave	2/8/2018		Letter-Certified	Track out, Unimproved Surface	
Ridgeview Heights	2/13/2018		Review Process	N/A	
700 BLK S. 1st St	2/13/2018		Review Process	N/A	
1600 BLK W. 1st Ave	2/15/2018		Verbal	Debris in the road	project will be complete Tues. Verbal warning.
10 BLK Enterprise Dr	2/15/2018		Verbal	Track out, Unimproved Surface	

600 BLK S. 3rd St	2/15/2018		Verbal	Storm Water BMP	
500 BLK S. 1st St	2/15/2018		Verbal	10.38 Sign Regulations	Complied
500 BLK Southern Ave	2/15/2018		Verbal	6.58 General	
1500 BLK W. Naches Ave	2/16/2018		Review Process	N/A	
100 BLK S. 1st St	2/20/2018		Verbal	Sign Regulations	
300 BLK S. 1st St	2/20/2018		Verbal	Landscape	
100 BLK Lyle Lp	2/20/2018		Verbal	TrackOut	
100 BLK Lyle Lp	2/21/2018		Review Process	N/A	
1100 BLK McGonagle Rd	2/23/2018		Review Process	N/A	
Sign Regulations	2/23/2018		Internet	10.38 Sign Regulations	
700 BLK Lookout Pt	3/1/2018		Review Process	Stormwater review	
100 BLK E. 3rd Ave	3/1/2018		Verbal	Sign Regulations	
600 BLK N. 13th St	2/8/2018		Letter-Standard & Certified	Decaying Trees	
300 BLK Southern Ave	3/6/2018	4/2/2018	Letter-Standard	General 6.58.010	
1400 BLK W. Pear Ave	3/6/2018	4/16/2018	Letter-Standard	Tree Growth	
800 BLK W. Home Ave	3/28/2018	4/2/2018	Letter-Standard	Motor Vehicle Fluids	
10 BLK N. 12th St	3/28/2018	4/2/2018	Letter-Standard	Parking	
500 BLK S. 3rd St	3/29/2018	4/2/2018	Letter-Standard	Attractive Nuisance	
500 BLK S. 1st St	4/6/2018	4/22/2018	Letter-Standard	Abandoned Debris	
200 BLK Valleyview Ave	4/9/2018	4/23/2018	Letter-Standard	General Nuisance	
500 BLK S. 3rd St	4/10/2018	4/24/2018	Letter-Standard	General Nuisance	
600 BLK S. 3rd St	4/10/2018	4/24/2018	Letter-Standard	General Nuisance	
1000 BLK Speyers Rd	4/13/2018	4/20/2018	Letter-Standard	9.24 Construction Tracking	

500 BLK S 1st St	4/13/2018	4/30/2018	Letter-Standard	General Nuisance	
700 BLK Whitman Ct	4/16/2018	4/18/2018	Letter-Standard	Parking on unimproved surface	
600 BLK S. 1st St	4/16/2018	4/30/2018	Letter-Standard	General Nuisance	
200 BLK N. 7th St	4/16/2018	4/30/2018	Letter-Standard	General Nuisance	
700 BLK S. 4th St	4/17/2018	5/1/2018	Letter-Standard	General Nuisance	
300 BLK S. 5th St	4/17/2018	4/18/2018	Verbal	Parking on unimproved surface	
400 BLK S. 3rd St	4/18/2018	5/1/2018	Letter-Standard	General Nuisance	
100 BLK S. 1st St	4/19/2018		Verbal	Sign Regulations	
300 BLK W. Naches Ave	4/19/2018		E-Mail	Dumpster Overflow	
300 BLK Southern Ave	3/6/2018	4/2/2018	Letter-Standard	General 6.58.010	
700 BLK W. Fremont Ave	4/20/2018	5/4/2018	Letter-Standard	General Nuisance	
10 BLK N. 8th St	4/20/2018	5/4/2018	Letter-Standard	Dumping Area	
R/W by Solarity	4/20/2018		Verbal	Vision Triangle	
100 BLK E. Orchard Ave	4/23/2018	5/7/2018	Letter-Standard	Dumping Area	
100 BLK W. Selah Ave	4/25/2018		E-mail	Abandoned Debris	
500 BLK W. Fremont Ave	4/25/2018	5/2/2018	Letter-Standard	Landscape Maint.	
1500 BLK W. Naches Ave	5/2/2018	5/9/2018	Letter-Standard	6.58.180 Landscape Maint.	
600 BLK Anchor Pl	5/2/2018	5/9/2018	Letter-Standard	6.58.050 Certain Growth	Complied
10 BLK N. 8th St	5/2/2018	5/9/2018	Letter-Standard	6.58.010 General	Complied
1500 BLK W. Naches Ave	5/2/2018	5/9/2018	Letter-Standard	6.58.180 Landscape Maint.	
1500 BLK W. Naches Ave	5/2/2018	5/9/2018	Letter-Standard	6.58.180 Landscape Maint.	

1400 BLK W. Naches Ave	5/2/2018	5/9/2018	Letter-Standard	6.58.180 Landscape Maint.	
1400 BLK W. Naches Ave	5/2/2018	5/9/2018	Letter-Standard	6.58.180 Landscape Maint.	
1400 BLK W. Naches Ave	5/2/2018	5/9/2018	Letter-Standard	6.58.180 Landscape Maint.	
1400 BLK W. Naches Ave	5/2/2018	5/9/2018	Letter-Standard	6.58.180 Landscape Maint.	
300 BLK S. 1st St	5/9/2018	5/14/2018	Letter-Standard	10.38 Sign Regulations	
300 BLK S. 1st St	5/9/2018	6/1/2018	Letter-Standard	10.08.170 Dumpster Screening	TBD
300 BLK S. 1st St	5/9/2018	5/18/2018	Letter-Standard	10.38 Sign Regulations	
300 BLK S. 1st St	5/9/2018	5/18/2018	Letter-Standard	10.38 Sign Regulations	
500 BLK S. 1st St	5/9/2018	5/18/2018	Letter-Standard	10.38 Sign Regulations	
500 BLK S. 1st St	5/9/2018	5/18/2018	Letter-Standard	10.38 Sign Regulations	
500 BLK S. 1st St	5/9/2018	5/18/2018	Letter-Standard	10.38 Sign Regulations	
100 BLK E. 10 Ave	5/11/2018		Verbal-Phone	10.38 Sign Regulations	
600 BLK S. 1st St	5/11/2018		Verbal-Management	vehicle for sale in Right of Way	Complied
1100 BLK Terry Ln	5/15/2018	5/22/2018	Letter-Standard	6.58.070 Potential Pest Harbor	No compliance, citation to follow
200 BLK Palmer Dr	5/15/2018	5/22/2018	Letter-Standard	6.58.180 Landascape Maintenance	No compliance, citation to follow
500 BLK W. Fremont Ave	4/25/2018	5/2/2018	Letter-Standard	Landscape Maint.	5/10/18 Citation
900 BLK Terry Ln	5/16/2018	5/23/2018	Letter-Standard	Landscape Maint.	TBD
100 BLK S. 1st St	5/16/2018	5/23/2018	Letter-Standard	10.38 Sign Regulations	
600 BLK S. 1st St	4/16/2018	4/30/2018	Letter-Standard	General Nuisance	5/17/18 Citation
100 BLK E. Fremont Ave	5/18/2018		Letter-Certified	6.58.260 Storage of vehicles	No compliance, citation to follow
300 BLK S. 3rd St	5/23/2018	5/30/2018	Letter-Standard	6.58.180 Landscape Maint.	
200 BLK N. 10th St	5/23/2018	5/30/2018	Letter-Standard	6.58.180 Landscape Maint.	Complied

300 BLK N. 10th St	5/23/2018	5/30/2018	Letter-Standard	6.58.065 Attractive Nuisance	Complied
700 BLK W. Pear Ave	5/28/2018	6/13/2018	Letter-Standard	6.58.260 Parking on Unimproved Surface	
200 BLK N. 7th St	5/28/2018	6/13/2018	Letter-Standard	6.58.260, 6.58.070, 6.58.090	
700 BLK W. Orchard Ave	5/31/2018	6/14/2018	Letter-Standard	6.58.180 Landscape Maint.	
500 BLK S. 3rd St	6/6/2018	6/13/2018	Letter-Standard	6.58.260 Parking on unimproved surface	
500 BLK S. 3rd St	6/6/2018	6/13/2018	Letter-Standard	6.58.260 Parking on unimproved surface	
1000 BLK W. 1st Ave	6/7/2018	6/14/2018	Letter-Standard	6.58.180 Landscape Maintenance	
700 BLK Daugherty PI	6/7/2018	6/14/2018	Letter-Standard	6.58.180 Landscape Maintenance	6/19/18 Complied
200 BLK Palmer Dr	5/15/2018	5/22/2018	Letter-Standard	6.58.180 Landascape Maintenance	6/8/18 Notice & Order Mailed 6/18/18 Now in compliance
700 BLK Daugherty PI	6/7/2018	6/14/2018	Letter-Standard	6.58.065 Attractive Nuisance	6/19/18 Complied
100 BLK E. Fremont Ave	5/18/2018		Letter-Certified	6.58.260 Storage of vehicles	6/8/18 Citation
300 BLK Palmer Dr	6/12/2018	6/18/2018	Letter-Standard	6.58.180 Landscape Maintenance	6/19/18 Partial Compliance
300 BLK S. 1st St	5/9/2018	5/18/2018	Letter-Standard	3.02.030 Refuse Containers	6/12/18 2nd notice regarding garbage
400 BLK S. 5th St	6/14/2018	6/28/2018	Letter-Standard/Certified	6.58.180 General Nuisance	
500 BLK Jamie Dr	6/20/2018		Email to management	Shipping container-unpermitted use	Complied
200 BLK E. Fremont Ave	6/20/2018	7/1/2018	Letter-Standard	6.58.180 Landscape Maintenance	
800 BLK W. 5th Ave	6/20/2018	7/5/2018	Letter-Standard	6.58.180 Landscape Maintenance	

600 BLK N. 12th St	6/20/2018	7/5/2018	Letter-Standard	6.58.180 Landscape Maintenance	
1000 BLK Goodlander Dr	6/22/2018	7/6/2018	Letter-Standard	6.58.180 Landscape Maintenance	
500 BLK S. 3rd St	6/22/2018	7/20/2018	Letter-Standard	6.58.060 Attractive Nuisance	
900 BLK N. Wenas Rd	6/22/2018	7/6/2018	Letter-Standard/Certified		Bankruptcy case
700 BLK S. 4th St	7/12/2018	7/22/2018	Letter-Standard	6.58.180 Landscape	8/2/18 Complied
100 BLK W. Naches Ave	7/13/2018	7/23/2018	Letter-Standard	6.58.040 Animal Manure	7/19/18 Spoke with lesee by phone. He said they are working to reconstruct the dog area. It should be completed within 10 days.
400 BLK Lacey Ave	7/16/2018	7/26/2018	Letter-Standard	6.58.050 Certain Growth	Complied
700 BLK S. 5th St	7/16/2018	7/26/2018	Letter-Standard	6.58.060 Dumping Area	7/19/18 TT Ow by phone. Explained the ordinance and definition of junk vehicle. Compromised that the vehicle may be covered but cannot collect or store additional cars. 8/2/18 Non-compliant
400 BLK S. 5th St	7/17/2018	7/27/2018	Letter-Standard	6.58.050 Certain Growth	
500 BLK S. 5th St	7/18/2018	7/28/2018	E-mail	6.58.090 Dumping Area	8/2/18 Non-Compliant, Notice and Order sent

100 BLK E. Bartlett Ave	7/18/2018		Phone		Neighbor called to complaint regarding an overgrown tree. After review the tree is not a public danger, simply growing over her fence. I advised her to communicate with the neighbor for a civil resolution. She also complained regarding suspicious activity and with that I advised her to contact the police department.
400 BLK Southern Avc	7/20/2018	7/30/2018	Letter-Standard	6.58.050 Certain Growth	Mail returned, resent 7/27/18
300 BLK S. 3rd St	7/20/2018	7/30/2018	Letter-Standard	6.58.180 Landscape	
700 BLK S. 5th St	7/23/2018	7/30/2018	Letter-Standard	6.58.060 Dumping Area	8/2/18 Non-Compliant, Notice and Order sent
400 BLK S. 5th St	7/25/2018	8/1/2018	Letter-Standard	6.58.010 General Nuisance	
1100 BLK W. Home Ave	7/25/2018	7/30/2018	Letter-Standard	8.71 Parking Restriction	8/2/18 Non-Compliant, Notice and Order sent
400 BLK S. 5th St	7/25/2018	8/1/2018	Letter-Standard	6.58.180 Landscape	
100 BLK E. Fremont Ave	8/2/2018	8/9/2018	Letter-Standard	6.58.050 General Nuisance	
400 BLK W. Valleyview Ave	8/2/2018	8/9/2018	Letter-Standard	6.58.180 Landscape	
200 BLK W. Riverview Ave	8/2/2018	8/9/2018	Letter-Standard	6.58.180 Landscape	
400 BLK Laurel Pl	8/2/2018	8/9/2018	Letter-Standard	5.11.050 Keeping Bees	
200 BLK Riverview Ave	8/2/2018	8/9/2018	Letter-Standard	6.58.180 Landscape	
200 BLK N. Wenas Rd	8/1/2018		E-mail	6.58.050 Dumping area	
400 BLK Laurel Vista Pl	8/1/2018	8/9/2018	Letter-Standard	5.11.050 Bee Keeping	

600 BLK Sage Ave Terrace Ave	8/9/2018	8/13/2018	Verbal	10.08.180 Yard Sales	
200 BLK E. Fremont Ave	8/14/2018		Verbal	6.58.200 Fire Hazzard	
300 BLK N. Wenas RD	8/16/2018	8/30/2018	Letter-Standard	6.58.180 Landscape	
200 BLK N. Wenas Rd	8/16/2018	8/30/2018	Letter-Standard	6.58.180 Landscape	
200 BLK N. Wenas Rd	8/16/2018	8/30/2018	Letter-Standard	6.58.180 Landscape	
200 BLK N. Wenas Rd	8/16/2018	8/30/2018	Letter-Standard	6.58.180 Landscape	
200 BLK N. Wenas Rd	8/16/2018	8/30/2018	Letter-Standard	6.58.250 Growth in the public way	
600 BLK S. 1st St	8/22/2018		Verbal	Clear Vision Triangle	
700 BLK W. Orchard Ave	8/23/2018	8/30/2018	Letter-Standard	6.58.180 Landscape	
100 BLK W. Orhard Ave	8/23/2018	8/30/2018	Letter-Standard	6.58.180 Landscape	
400 BLK Pleasant Ave	8/23/2018	8/30/2018	Letter-Standard	6.58.180 Landscape	
1300 BLK Jessica Dr	8/24/2018	8/30/2018	Letter-Standard	6.58.180 Landscape	
500 BLK S, 5th St	8/24/2018	9/7/2018	Letter-Certified	6.58.010 General Nuisance	
1600 BLK W. Fremont	8/24/2018	9/7/2018	Letter-Certified	6.58.090 Certain Growth	
10 BLK N. 8th St	8/27/2018	9/8/2018	Letter-Standard	6.58.180 Landscape	
1700 BLK W. Orchard Ave	8/27/2018	9/8/2018	Letter-Standard	6.58.180 Landscape	
100 BLK Palmer Dr	8/29/2018	9/10/2018	Letter-Standard	6.58.180 Landscape	
200 BLK Palmer Dr	8/29/2018	9/10/2018	Letter-Standard	6.58.180 Landscape	
100 BLK E. Bartlett Ave	8/29/2018	9/10/2018	Letter-Standard	6.58.180 Landscape	

600 BLK S. 3rd St	8/30/2018	9/11/2018	Letter-Standard	6.58.180 Landscape	
500 BLK Harris Ave	8/31/2018	9/12/2018	Letter-Standard	6.58.180 Landscape	
400 BLK Southern Ave	8/31/2018	9/12/2018	Letter-Standard	6.58.180 Landscape	
200 BLK W. Goodlander		10/31/2018	Verbal		
200 BLK N. Wenas Rd	9/13/2018	9/27/2018	Letter-Standard	6.58.090 Dumping Area	
1100 BLK W. Yakima Ave	9/18/2018	10/1/2018	Letter-Standard	6.58.180 Landscaping Maint.	
200 BLK W. Park Ave	9/26/2018	10/8/2018	Letter-Certified	6.58.010 General Nuisance	
1100 BLK W. Pear Ave	9/27/2018	n/a	Verbal	6.58.050 Certain Growth	
1000 BLK Goodlander Cir.	9/27/2018	10/7/2018	Letter-Standard	6.58.050 Certain Growth	
1400 BLK W. Pear Ave	9/27/2018	10/7/2018	Letter-Standard	6.58.070 Pest harboring	
900 BLK Terry Ln	10/1/2018		Letter-Standard	6.58.050 Certain Growth	Partial Compliance
400 BLK S. 3rd St	10/1/2018	10/12/2018	Letter-Certified	6.58.010 General Nuisance	Partial Compliance
Lyle Lp	10/1/2018	10/12/2018	Letter_Standard	6.58.050 Certain Growth	Complied
100 BLK S. Jim Clements Way	10/2/2018	10/15/2018	Letter-Standard	6.58.050 Certain Growth	Complied
N. Park Lp	10/2/2018	10/15/2018	Letter-Standard	6.58.050 Certain Growth	Complied
900 BLK N. Wenas Rd	10/2/2018	10/16/2018	Letter-Certified	6.58.180 Landscape Maint.	Complied
600 BLK W. Home Ave	10/3/2018	10/16/2018	Letter-Certified	6.58.010 General Nuisance	Citation
300 BLK N. 11th Ave	10/4/2018	10/24/2018	Letter-Certified	6.58.090 Dumping Area	
200 BLK W. Park Ave	10/9/2018		Citation	6.58.010 General Nuisance	Citation

300 BLK S. 6th St	10/18/2018		Email	Follow up to existing case	Working w/ PD to remove junk vehicles
600 BLK S. 3rd St	10/18/2018		Verbal	6.58.050 Ceratin Growth	Under Review
100 BLK E. Naches Ave	10/18/2018		Verbal	Gravel on road way	I spoke with the owner and they manually swept the area.
200 BLK Golf Course Lp	10/18/2018		Verbal	Annex Building change of use	Building Official discussed the change of use with the facilities manager
100 BLK W. Bartlett Ave	10/22/2018			No permit, No business license	10/26/18 Dorraine spoke with owner to apply for business license
10 BLK Fruitspur Dr	10/22/2018		Left a card	9.22.050 Stomwater Discharge	10/22 I left a card at the house. Ow called me back and we discussed alternative solutions
30 BLK Pleasant Ave	10/22/2018		Email	6.58.065 Attractive Nuisance, down fence	10/23 project manager replied they would secure the fence, it's not in the budget to replace.
100 BLK N 1st St	10/24/2018		Email	6.58.065 Attractive Nuisance, unfinished construction	10/24 Contacted receivorship company
500 BLK S. 1st St	10/26/2018		Verbal	6.58.010 General Nuisance	10/26 TT-Property manager about garbage scattered at the complex as well as an adandoned vehicle that needs removed. 11/1 car remains on site.
100 BLK E. Bartlett Ave	11/21/2018	12/5/2018	Letter-Standard	6.58.070 Potential Fire Danger	
S. 1st St	12/10/2018	4/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK W. Fremont Ave	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	

600 BLK S. 1st St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
400 BLK S. 1st St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
600 BLK S. 1st St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
400 BLK N. Wenas Rd	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
600 BLK North Park Dr	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
400 BLK E. Goodlander Rd	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK E. Naches Ave	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK E. Naches Ave	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
400 BLK N. Wenas Rd	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 Blk N. Wenas Rd	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK E. Naches Ave	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK N. 1st St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK W. Orchard Ave	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK W. Fremont Ave	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK W. Fremont Ave	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
300 BLK S. 1st St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 E. Fremont Ave	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	

600 BLK S. 1st St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
200 BLK E. 5th St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK Jim Clements Way	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
400 BLK S. 1st St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
500 BLK S. 1st St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK S. 1st St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK E. Naches Ave	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
200 BLK S. 1st St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
300 BLK S. 1st St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK E. 3rd St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
500 BLK S. 1st St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	
100 BLK E. 3rd St	12/10/2018	3/10/2019	Letter-Standard	3.02.030(6) Screening of Trash Receptacles	



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



Council Meeting Action Item
1/8/2019 K – 1

Title: Approval of Minutes: December 11, 2018 Council Meeting

From: Monica Lake, Executive Assistant

Action Requested: Approval

Staff Recommendation:

Approval of Minutes

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

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
December 11, 2018

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

A. Call to Order Mayor Raymond called the meeting to order at 4:00pm.

B. Roll Call

Members Present: Jeremie Dufault; Jacquie Matson; John Tierney; Roger Bell; Diane Underwood; Russell Carlson

Members Absent: Rachael Glaspie

Staff Present: Donald Wayman, City Administrator; Robert Noe, City Attorney; Dale Novobielski, Clerk/Treasurer; Rick Hayes, Police Chief; Gary Hanna, Fire Chief; Jim Lange, Deputy Fire Chief; Joe Henne, Public Works Director; Jeff Peters, Community Development Supervisor; Andrew Potter, Human Resources Manager; Treesa Morales, Recreation Manager; Monica Lake, Executive Assistant

C. Councilmember Absence – Motion to Excuse

Council Member Tierney moved, and Council Member Underwood seconded, to excuse Council Member Glaspie. By voice vote, approval was unanimous.

D. Pledge of Allegiance

Mayor Raymond led the Pledge of Allegiance.

E. Invocation

Pastor Mark Griesse gave the prayer.

F. Agenda Changes **None**

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

H. Getting To Know Our Businesses

1. Farmer's Daughter Flowers and Marketplace

I. Communications

1. Oral

Mayor Raymond opened the meeting.

Lance Larson, River Canyon Espresso, approached the podium and addressed the Council. He spoke briefly about his family, saying that he and his wife Kristen are the owners of River Canyon Espresso, which they have poured blood, sweat, and tears into building and transforming since taking it over, only to find out after meeting with Public Works earlier that day that construction starting June 1 would have the road closed except to local traffic until September. He quoted from the City's business page on the website and pleaded with the Council to make good on business friendly mantra so they don't have to close the doors to their business on Goodlander.

Public Works Director Henne expressed his disappointment at being blindsided; saying that he told Mrs. Larson when he met with her that morning that he would make every effort to keep that end of Goodlander open.

Whitney Stohr, Selah Downtown Association, approached the podium and addressed the Council. She said that they finished up the Giving Tree today, which sponsored twenty-five local families, and that their lighted parade this year was the biggest one yet. She thanked the City workers and Police Department for helping with the event. She finished by saying that the Selah Downtown Association has partnered with the Selah Chamber of Commerce to put on a Christmas lighting contest to recognize local businesses and residences, and that public nominations could be sent to either her or the Chamber.

Council Member Tierney inquired how many people showed up at the Civic Center after the parade.

Ms. Stohr responded that she didn't know, but they had people calling up to forty-five minutes before parade and a lot more just show up during staging.

Barb Petrea, Selah Community Days Association, approached the podium and addressed the Council. She gave a brief update regarding Community Days, saying that the float and Selah royalty traveled over sixteen hundred miles throughout Washington State, taking ten of sixteen awards and receiving a top tech award. She said that they revamped the Selah Christmas float and did four lighted parades, and that the Selah royalty have been doing a great job going into local nursing homes and helping out. She added that they are working with the City on finding a location for next year and would start again in January for the centennial.

Council Member Dufault felt that, with regard to Mr. Larson's request, they need to make sure that not only will Public Works Director Henne do everything he can to make sure the business stays open, but also the City Administrator and Council Members.

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

- | | | |
|----|-----------------------------|-------------|
| 2. | Written | None |
| J. | Proclamations/Announcements | None |
| K. | Consent Agenda | |

Council Member Tierney moved, and Council Member Bell seconded, to add N – 1, N – 2, N – 3, N – 4, N – 7, and N – 8 to the Consent agenda.

Council Member Carlson requested that those items not be placed on Consent.

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: November 27, 2018 Council Meeting
- * 2. Approval of Claims and Payroll:
 - Payroll Checks Nos. 82340 – 82358 for a total of \$283,214.79
 - Claim Checks Nos. 72230 – 72304 for a total of \$192,737.67
- * 3. Resolution N – 5: Resolution Authorizing the Mayor to Sign a Legal Advertising Contract with the Yakima Herald-Republic for the 2019 Calendar Year
- * 4. Resolution N – 6: Resolution Authorizing the Mayor to Sign a Contract with the Yakima Valley Conference of Governments for Technical Assistance Services for the Calendar Year 2019

Council Member Bell moved, and Council Member Carlson seconded, approval of the Consent Agenda as read. By voice vote, approval was unanimous.

- L. Public Hearings **None**
- M. General Business
 - 1. New Business **None**
 - 2. Old Business **None**
- N. Resolutions
 - 1. Resolution Revising Rates for 2019 Water Utility Services

Clerk/Treasurer Novobielski addressed N – 1. He reviewed the proposed rates in the Resolution for 2019 Water Utility Services, which reflect a three percent rate increase as determined during the budget process.

Council Member Tierney moved, and Council Member Bell seconded, to approve the Resolution Revising Rates for 2019 Water Utility Services. Roll was called: Council Member Dufault – yes; Council Member Matson – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

2. Resolution of the City of Selah, Washington, Pertaining to Sewer Rates

Clerk/Treasurer Novobielski addressed N – 2. He reviewed the proposed rates in the Resolution for 2019 sewer rates, which reflect the five percent increase determined to be applicable during the budget process. He noted that the increase primarily affects super marts, restaurants and schools.

Council Member Tierney moved to approve the Resolution of the City of Selah, Washington, Pertaining to Sewer Rates.

Council Member Carlson asked that they define what businesses would be included in a multi-family dwelling.

Community Development Supervisor Peters responded that it would be anything over a duplex.

Council Member Carlson requested the definition of a multi-residential dwelling.

Community Development Supervisor Peters replied that it was defined there as being more than four units on a parcel of land, reading aloud the definition from the Resolution.

Council Member Carlson questioned why they have four residential rates all being charged the same rate except for one category, saying that multi-family is extremely similar to multi-residential, and asked why they are discounting one out of four residential categories.

Community Development Supervisor Peters answered that it's based on residential density, when more units of BOD might be coming out, and also they might be how connected to the system as well, as the cost would be greater or less based on the strength of the waste coming out of that particular facility.

Clerk/Treasurer Novobielski remarked that Public Works Director Henne indicated that a duplex or triplex doesn't have a high density issue and that he believes it came into effect before 1996.

Council Member Carlson inquired as to the reason it came into effect.

Clerk/Treasurer Novobielski replied that those property owners who were affected came and met with the Council, and sold the position that they should be given a diff rate because it wasn't fair to them.

Council Member Carlson stated that, while one way to measure is by BOD, another would be by units, and he fails to see why one category of residential homes receives a discount.

Council Member Tierney pointed out that Council discussed this at length during budget discussions and decisions and they had HLA conduct a study on the matter, adding that these are the best scientific method to pass along to customers and they need to move on as it's already in the 2019 budget.

Council Member Carlson said that he's aware of the reports, as he had been there for the reports and discussions, and that they are choosing to measure by BOD and average out the average resident in home and multi-dwellings. He asked why he should pay a higher rate with fewer people per house than a

multi-residential dwelling, saying that he realizes that the HLA study is a scientific study but it's only based on averaging out a charge by estimating BOD usage, which doesn't make it -a complete study

Council Member Tierney responded that these are the people paid to put the study together and that they as Council, City, and community need to rely on that information. He reiterated that this is already in the 2019 budget, and that it's a little late to hash it out all over again, although they could ask HLA to come back with another study in 2019.

Council Member Carlson felt it made plenty of sense.

Council Member Tierney moved, and Council Member Bell seconded, to approve the Resolution of the City of Selah, Washington, Pertaining to Sewer Rates. Roll was called: Council Member Dufault – no; Council Member Matson – no; Council Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – no; Council Member Carlson – no. Motion failed with four no votes and two yes votes.

Council Member Tierney commented that this begs the question of what do with the 2019 budget now.

Council Member Carlson responded that they could make a budget adjustment to increase the rate to equal rates.

Council Member Matson felt that more information needed to be provided to Council, as the usage is actually lower. She asked if that could be provided so they could see what usage by multi-family is.

Council Member Carlson pointed out that, if they simply charge equal values, the supply of money actually increases.

Council Member Matson asked how he would do that.

Council Member Carlson answered that he would make item B the same as the other rates.

Council Member Tierney remarked that it's always easier to raise taxes.

City Administrator Wayman stated that the City already passed a plan for sewer rates through 2032 that included this method, and that if this appears to be the objective they have to re-approach their entire plan, go back to HLA and tell them their science needs adjusted, then tackle it from another approach and conduct another study to try and find equities they thought they found in the previous studies. He went on to say that it does affect the budget in a meaningful way, and that Council has essentially reversed itself from the previous meeting, and there would be a lot of work redone as a result.

Council Member Bell contended that they already approved the sewer rate at the last meeting and that this vote was only the ordinance for the sewer rate approved at the last meeting.

Council Member Carlson responded that they have the power to make those adjustments as a Council; his argument has been the same the whole entire time, as Council Member Tierney had for years.

Council Member Tierney said that, having seen the evidence put forward by HLA and realizing that the vast majority of those residing in multi-level housing are lower-income individuals, he feels that it's grossly unfair to impose a higher fee on those who can least afford it, especially if Council Members are against higher taxes and fees on their constituents.

Council Member Dufault replied that his objection wasn't to the apartment aspect of it, as he supports the study done by HLA, but to the higher rates on the residential. He said that he had requested a document from HLA that would to reallocate other areas, particularly in the commercial space, that are being subsidized by commercial users, and he would like to see that before making a final support on the rate increase.

City Administrator Wayman thought it interesting that they have one Council Member who thinks the result from a new study would be higher for multi-family and lower for residential, and another who thinks it would be lower for apartment dwellers. He stated that they had a study from HLA, and that to ask them as Council Member Dufault suggested, changing criteria and re-approaching the subject with an artificial measure doesn't deal with facts, and it doesn't deal directly with the BODs if they go away from that.

Council Member Dufault responded that they have been artificially in the wrong direction for several years and he would like to remedy that.

City Administrator Wayman questioned if he wished to correct for past inefficiencies.

Council Member Dufault answered in the affirmative, adding that in past recessionary times businesses were challenged and the residents were asked to subsidize during that time, and now there should be some mitigation to the residents, to pay back the residential users who were subsidizing. .

Public Works Director Henne asked where they said they were doing that, as the question was why are single family residential paying one rate vs apartments paying another.

Council Member Dufault replied that wasn't his issue.

Public Works Director Henne understood that but said that was what was asked, so they brought back the methodology of what the flows were and now suddenly they've been subsidizing businesses. He opined that Council Members keep bringing up new topics.

Council Member Carlson stated that his concern is that the study was based on the law of averages.

Public Works Director Henne responded that was what happens unless they put on meters for discharge.

Council Member Carlson wondered why there would be a discount when they basing it off the law of averages, adding that the reason the discount came into effect is because some landowners came and justified it to Council.

Public Works Director Henne replied in the negative, saying that they came in to request having it looked at, and when they looked at it fifteen years ago they found they were using less.

Council Member Carlson pointed out on average.

Council Member Tierney remarked that it was based on consultant work; they were asked to validate what had been happening for fifteen years.

City Administrator Wayman observed that they have a lot of work to do.

Public Works Director Henne said that they need to find out what they are supposed to do first.

Council Member Underwood asked why they couldn't make their own number, as she knew apartments and dwellings with multiple people were putting out a lot more sewer than her husband and herself.

Council Member Matson commented that her vote was due to the industry rate going down so drastically.

Council Member Tierney reiterated that they approved the budget.

Public Works Director Henne said that they looked at discharge amounts, not quantity, of BODs and total suspended solids, saying that fast food restaurants produce this, schools produce this, and that's how they came up with these three categories. He added that, while they kept the revenues the same, some went down because they were being charged more than they should have, while others weren't being charged as much as they should have, and adding category C allowed more categories to be utilized for these businesses that made it fair.

Council Member Matson said that she understood that, but her concern was the tremendous drop in rates.

Public Works Director Henne replied that the bottom line stayed the same but some were reshuffled to be more appropriate for their fair share.

Council Member Matson asked for confirmation that the bottom line stayed the same.

Public Works Director Henne answered in the affirmative.

Council Member Matson commented that she understands now.

Council Member Carlson asked why, if the goal is to be fairer, was he paying more than two families who live in an apartment.

Public Works Director Henne responded that was a landlord issue.

Council Member Carlson inquired how he could say they are charged a fair rate when he as a homeowner is not being charged a fair rate, asking again why there is a discount.

Public Works Director Henne replied that it was because he doesn't like the word average,

Council Member Carlson responded that he was right, and how could he justify to people who want to buy a home in Selah that they're pro putting roots down if they are charging them more than someone who's more transient. He opined that they can't claim that people who live in apartments have less money.

Public Works Director Henne stated that it was based on flows for residential.

Council Member Carlson wondered if there were cities who charged by dwelling unit rather than BODs.

Public Works Director Henne commented that he didn't but they would debate that for a year now.

Council Member Carlson felt that there were there are more ways to do it, and cities who charge by unit not BODs.

Council Member Matson moved to call for a review vote to approve the Resolution of the City of Selah, Washington, Pertaining to Sewer Rates. Roll was called: Council Member Dufault – no; Council Member Matson – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – no; Council Member Carlson – no. Mayor Raymond voted yes to break the tie, resulting in four yes votes and three no votes.

Council Member Carlson remarked that his argument has been same argument the whole time, although he has never questioned HLA.

Council Member Dufault state that he just wanted to see the information he requested, as he thinks some of the increases could have been spread out. He expressed appreciation for what Public Works Director Henne was doing.

3. Resolution Revising Rates for 2019 Solid Waste Utility Services

Clerk/Treasurer Novobielski addressed N – 3. He reviewed the proposed rates for 2019, noting that there was a built in four percent increase as determined during the budget process.

Council Member Carlson asked what happened if the usage is greater.

Clerk/Treasurer Novobielski replied that they would pay more.

Council Member Carlson responded that it would be less than an apartment complex.

Clerk/Treasurer Novobielski remarked that they could get a smaller can.

Council Member Carlson asked if he would pay the same price no matter how full it was.

Council Member Tierney pointed out that the increase reflects an increase from the garbage company.

Clerk/Treasurer Novobielski answered in the affirmative, saying that was the primary reason they have an increase in rate, as the County Commissioners have increased landfill tipping fees and the contract says that they can pass that along to their customers.

Council Member Carlson asked if there was any additional increase.

Clerk/Treasurer Novobielski responded that it was just four percent.

Council Member Carlson clarified that he meant above and beyond the BDI increase.

City Administrator Wayman answered in the negative.

Council Member Bell moved, and Council Member Tierney seconded, to approve the Resolution Revising Rates for 2019 Solid Waste Utility Services. Roll was called: Council Member Dufault – yes; Council Member Matson – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

4. Resolution authorizing the Mayor to sign a Contract for Professional Consulting Services with CWA Consultants for Structural and Non- Structural Building Plan Review for the Calendar Year 2019

Community Development Supervisor Peters addressed N – 4. He said that the Resolution was for a contract with CWA Consulting, who are the City's professional plan reviewers for commercial and residential plans, and that this is an annual contract. He requested that Council approve to have the contract through 2019, noting that CWA has revised some of the ways they do calculations for some of what the actual fees are, which is saving them a dollar or two per plan review.

Council Member Tierney moved, and Council Member Bell seconded, to approve the Resolution authorizing the Mayor to sign a Contract for Professional Consulting Services with CWA Consultants for Structural and Non- Structural Building Plan Review for the Calendar Year 2019. Roll was called: Council Member Dufault – yes; Council Member Matson – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

Council Member Tierney requested that Community Development Supervisor Peters determine whether there would be another vendor interested in providing those services for the City.

Community Development Supervisor Peters remarked that their other plan reviewer is the City of Yakima, with longer term contract that they can terminate with appropriate notice. He went on to say that they were originally trying to allow them to do commercial reviews as well, but some of the code differences created a temporary impasse, and as they would be presenting a new 2018 building code soon, his department would be bringing back a slew of amendments, at which time they could try to marry up some of the exemptions and work through that with Yakima. He added that he could research and see if there are other contractors on this side who do commercial.

City Administrator Wayman commented that they have had a very good experience with CWA, and he doesn't see a need to terminate that unless they find something better.

Community Development Supervisor Peters noted that they have provided them consultation services where they haven't charged the City as they feel that's good business.

- * 5. Resolution Authorizing the Mayor to Sign a Legal Advertising Contract with the Yakima Herald-Republic for the 2019 Calendar Year
- * 6. Resolution Authorizing the Mayor to Sign a Contract with the Yakima Valley Conference of Governments for Technical Assistance Services for the Calendar Year 2019
- 7. Resolution authorizing the Mayor to sign a Fuel Tax Grant Agreement with the Washington State Transportation Improvement Board (TIB) for the FY 2020 Overlay Project, Multiple Locations, TIB project number 3-E-182(004)-1

Public Works Director Henne addressed N – 7. He said that they did an application to TIB in August for grinding on North First Street from Fremont to Goodlander, which the City would have to match with approximately thirty-four thousand dollars to grind the outside lanes and remove and replace the curb, gutter and sidewalk from just past Wernex Loop. He noted that the agreement is called a fuel tax agreement, which they agree will not be spent on lobbying or other things, and requested approval.

Council Member Carlson moved, and Council Member Matson seconded, to approve the Resolution authorizing the Mayor to sign a Fuel Tax Grant Agreement with the Washington State Transportation Improvement Board (TIB) for the FY 2020 Overlay Project, Multiple Locations, TIB project number 3-E-182(004)-1. Roll was called: Council Member Dufault – yes; Council Member Matson – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

- 8. Resolution authorizing the Mayor to Sign an Agreement with Central Washington Insurance Agency, Inc. for Brokerage Services

City Administrator Wayman addressed N – 8. He said that this is an annual contract rolled over from last year with CWIA, listing the services provided by Jamie Morford. He went on to say that Mr. Morford has been very helpful in their efforts to mitigate claims and work with Clear Risk to collect claims that are sticky; he's the first face that a claimant sees from the City and the buffer that allows staff to deal with issues in a standoff situation so they can deal with claims in a more efficient manner.

Jamie Morford, Central Washington Insurance Agency, Inc., approached the podium and addressed the Council. He talked briefly about dealing with claimants and liability situations, saying that it's nice to have another face than the City to talk with people, and that the Goodlander fire is an example of making sure they have updated values for every location the City owns, as the Goodlander pump itself had not been listed on the policy but Clear Risk ended up taking care of it.

City Administrator Wayman remarked that relationship was something that could have gone south but Mr. Morford's relationship with Clear Risk saved the City from going to court to make a claim.

Mr. Morford stated that this year Clear Risk has been on the hook for one point one million in claims, and they are going to shop out to other pools to see what's out there, as even though Clear Risk has done a good job for the City, every tier of their three tier system had a significant increase this last year as the cost of public liability went up. He noted that, being in tier two, the City took a twenty percent increase if they factor in industry increases and recent claims.

City Administrator Wayman gave an update on the Speyers pump house fire, saying that it was in the trusses and roof, and didn't have significant damage to either equipment or electronics. He said that they have winterized it and are waiting for appraisals on the cost to fix it, which would likely happen in the spring.

Mr. Morford commented that there's a five year loss ratio in the insurance industry.

Council Member Carlson commended Mr. Morford for the work he's doing on behalf of the City, saying that he has done a fine job.

Council Member Dufault moved, and Council Member Carlson seconded, to approve the Resolution authorizing the Mayor to Sign an Agreement with Central Washington Insurance Agency, Inc. for Brokerage Services. Roll was called: Council Member Dufault – yes; Council Member Matson – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

O. Ordinances

1. Ordinance Amending the 2018 Budget for Miscellaneous Adjustments

Clerk/Treasurer Novobielski addressed O – 1. He reviewed the items listed, referring Council to the AIS for background information on the reasons behind the final budget adjustments.

Council Member Tierney moved, and Council Member Bell seconded, to approve the Ordinance Amending the 2018 Budget for Miscellaneous Adjustments. Roll was called: Council Member Dufault – yes; Council Member Matson – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

2. Ordinance Amending Selah Municipal Code Chapter 4.32. Business Registration, Section 4.32.020, Definitions, to Include State Mandated Changes to the Definition of “Engaging In Business” and Amending Section 4.32.030, Exemptions, to Include the State Mandated Threshold Exemption to Licensing Requirements, Providing for Severability; and Establishing an Effective Date

Clerk/Treasurer Novobielski addressed O – 2. He explained that the 2018 State legislature decided they would let the State Department of Revenue (DOR) take over business license handling for entities within the State, giving a brief background on Selah's history with going through the State and running the licensing program in-house. He said that the legislature has imposed these requirements, and they are required by law by January 1 to adopt the changes in the description of engaging in businesses and types of businesses that licenses are applicable to, and indicate whether they were going with the minimum level of two thousand dollars as a threshold and whether they would exempt businesses from needing a business license. He remarked that they went with the level of two thousand but only applied it to out of town businesses, and that the DOR has made an announcement for how they are bringing all businesses into this partnership. He went on to say that the legislature created an exemption with three cities in the Puget Sound area who process business licenses for their members under a group named File Local, and that this legislation allows for cities to either become a participant with File Local by July 1 or become part of the partnership program. He added that he would be coming back with additional information regarding the File Local group, as he feels it something to look at to see what options they have.

Council Member Tierney asked if there was anything that would allow cities in Eastern Washington to form something similar to western Washington.

Clerk/Treasurer Novobielski didn't believe so, adding that File Local would like to get more members, and he has contact information for another smaller city that is already part of that group to see if they're satisfied. He noted that the legislation only allows for File Local before the deadline.

Council Member Tierney inquired who handling the licensing at this time.

Clerk/Treasurer Novobielski responded that it's handled in house by Utility Billing Specialist Bigby.

City Administrator Wayman added that it goes through all departments for review and recommendation.

Clerk/Treasurer Novobielski clarified that Utility Billing Specialist Bigby handles the applications.

City Administrator Wayman remarked that's been nice and he would hate to see it go away.

Council Member Carlson wondered if they had approached YVCOG for recommendations or knowledge of other groups.

City Administrator Wayman didn't think they had a dog in this fight.

Council Member Dufault inquired as to the penalty for not complying.

Clerk/Treasurer Novobielski answered that they aren't allowed to issue any licenses until they comply.

City Attorney Noe said that the legislation mandates that one must be part of either File Local or the DOR partnership, but it doesn't say what happens if you don't comply.

Community Development Supervisor Peters commented that some of the challenges with the State process is a lot of business license process is linked to planning and zoning reviews, so if they were

saying they want the State to do that they know nothing about locality or zoning but would allow entities to get a new business license without getting local information or requirements.

Council Member Tierney observed that basically what they are saying is that by doing what the State wants them to do here; anyone can submit a business license to open a marijuana store in the City of Selah.

Community Development Supervisor Peters responded that it would be a license to open a business but it doesn't preempt local zoning laws, which would be like now where the State gives a license to operate but the business owner would have to talk to the City.

City Administrator Wayman commented that they are still in the approval chain but he thinks that the main issue would be time delays in issuing a license.

Council Member Dufault remarked that it's an inconvenience for business owners trying to get a business up and running.

City Administrator Wayman agreed, saying that they had those issues in the past and that was why they took it back.

Council Member Tierney wondered what would happen if they didn't approve this and continued doing business as usual.

City Administrator Wayman replied that the licenses would not be valid.

Council Member Tierney responded that it would only be invalid according to the State.

Council Member Dufault asked City Attorney Noe if they could postpone acting on it a bit longer, as there's no penalty to keep doing business as usual. He added that he would take it to the legislature.

City Attorney Noe responded that there are two different issues here, one being whether they have to opt in and the other definition provisions that need to be adopted by January 1. He didn't feel that the provisions were problematic, although he did see problems with whether they have to opt in to the program or not.

Council Member Dufault inquired if the definitions change the ability of business owners to come in and obtain a business license with the City.

City Attorney Noe replied in the negative, saying that these are simply definitions for engaging in business and the definition of an exempt business, put together by a focus group the State Created. He felt that the definitions were fine, and that they have time to look at whether the City would be forced to opt into one of the programs.

Council Member Dufault commented that he thought it was required by January 1, 2019.

Clerk/Treasurer Novobielski responded in the negative, saying that he believes the date is July 1, 2019.

Council Member Bell observed that Council chose to issue business licenses so they would be more business friendly and be able to accommodate local people better, and now they seem to be debating whether to let the State take that back. .

City Attorney Noe replied that it is a State law.

City Administrator Wayman recommended that Council pass this Ordinance, adding that they are going to work to join this group if at all possible, and in the meantime would examine the goodness of pushing back on the matter. He added that there may be changes in State legislature between now and July 1.

Council Member Dufault hoped that the mandates wouldn't keep coming down, as even File Local would still be onerous and lose that local connection of coming into the City.

Council Member Dufault moved to approve the Ordinance Amending Selah Municipal Code Chapter 4.32. Business Registration, Section 4.32.020, Definitions, to Include State Mandated Changes to the Definition of "Engaging In Business" and Amending Section 4.32.030, Exemptions, to Include the State Mandated Threshold Exemption to Licensing Requirements, Providing for Severability; and Establishing an Effective Date.

Council Member Tierney asked about the cost involved.

Council Member Carlson said that there isn't any yet.

Clerk/Treasurer Novobielski remarked that there would be additional fees for processing.

City Administrator Wayman commented that some of the revenue will come back to Selah but the State would take a bigger cut.

Council Member Carlson seconded to approve the Ordinance Amending Selah Municipal Code Chapter 4.32. Business Registration, Section 4.32.020, Definitions, to Include State Mandated Changes to the Definition of "Engaging In Business" and Amending Section 4.32.030, Exemptions, to Include the State Mandated Threshold Exemption to Licensing Requirements, Providing for Severability; and Establishing an Effective Date. Roll was called: Council Member Dufault – yes; Council Member Matson – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

Council Member Dufault said that, in reviewing the minutes from the last meeting, it says that the general sewer plan was passed, and he wondered if the sewer connection fees were passed as well.

Mayor Raymond responded in the negative.

City Administrator Wayman commented that anyone who is interested would have the opportunity to attend a presentation in February, and that he is working with Public Works to get a communication plan with the development community to help them understand what's coming at them.

Council Member Dufault requested confirmation that the sewer connection fees of six thousand plus had not been imposed.

City Administrator Wayman replied not yet. He went on to say that they are looking at equities here, as there are multiple developments in the City going on at the moment and they don't think it a fair approach to tell them that they now have to pay sixty-two hundred dollars for connection. He said that they are looking at time phase for charging and whether it should be a gradual move up or jump right to the full amount after a certain period of time. He added that it would be presented to Council as a gradual approach as a matter of fairness, although they could legally put the new fees in place immediately.

Council Member Dufault agreed, saying that his understanding was that it had not been passed and he'd had questions on the matter the past couple weeks.

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Police Chief Hayes said that they started a reserve academy on September 4th and ended up with twelve candidates, three for Selah and the remainder from around the County. He went on to say the State mandates a minimum of two hundred forty-nine point five hours, with Selah doing three hundred fifty hours in their academy, which was almost completely taught and trained by their officers. He noted that the reserve officers would be graduating in February. He finished by saying that the Citizens Academy would be starting on February 4, and he would like to get more Council Members attending.

Council Member Carlson expressed curiosity on the effect they have seen with Yakima hiring heavily.

Police Chief Hayes responded that his department seems to do better than they do, drawing local graduates who want to stay home, and that most of the people they've been getting that apply are already in Selah.

Council Member Dufault inquired if he had seen any pushback on I-940 implementation.

Police Chief Hayes answered that, while he knows the current state of the measure is problematic to them, there are changes already in the works that would put language in to make it palatable to the law enforcement community and the citizens.

Council Member Dufault asked for his thoughts on Initiative 1639.

Police Chief Hayes replied that he wasn't too worried about 1639, and that he thinks people will be okay with the changes to be made. He added that he heard those changes were agreed upon prior to passage of the Initiative.

Fire Chief Hanna said that they are starting the new volunteers January 1 but the numbers are way down from last year, with only six applicants this year. He added that they would be continuing efforts to recruit but they did lose the high school program.

Council Member Carlson requested that he expand on why that was lost.

Fire Chief Hanna responded that the WAC says that they can have those members but they can't be put in an environment immediately dangerous to their health or where they might be exposed to a communicable disease. He noted that they are working on a possible program. He thanked Council Member Dufault for his service to Selah.

Council Member Carlson inquired what the Council could do to assist with the volunteer program.

Fire Chief Hanna responded that they could pass the word along, adding that any time his officers have an opportunity to speak to the public they are always pushing that, as word of mouth is a great source.

City Administrator Wayman remarked that their issues are the more rural areas further out in the district.

Fire Chief Hanna commented that volunteerism is down across the nation and the culture is changing, adding that people aren't choosing that as a vital work until they can work somewhere full-time.

Community Development Supervisor Peters said that the building department had been fairly busy November and into December, although they are seeing that come to an end now, and that they are still working with the pool contractors to keep them on schedule. He went on to say that there would be some amendments to Title 10 for parking standards to bring them into compliance, which would support some elements of the subarea plan and upcoming land use uses within the City of Selah, with a public hearing at the January 18 Planning Commission meeting then going to Council late January or early February. He spoke briefly about the Selah School District project, saying that they have reviewed the SEPA, traffic study and environmental review list and request additional information to evaluate the increase in children and the impact to City streets, after which they would proceed with processing the decision and conducting a public hearing.

Council Member Tierney asked if there were impact fees planned for street improvements.

Community Development Supervisor Peters responded that the City doesn't have an impact fee ordinance but they are allowed to collect a pro rata contribution for traffic impact. He listed the three intersections being analyzed; saying that if they have planned improvement the City is allowed to make the Selah School District pay for their fair share of the trips and money generated by each trip through the intersection.

Council Member Tierney inquired if the path includes First Street to the kindergarten.

Public Works Director Henne replied that there was no information on how the buses would travel.

Council Member Tierney wondered if the traffic counts included parents picking up and dropping off.

Public Works Director Henne stated that he asked that as well.

Community Development Supervisor Peters said that himself, Code Enforcement Officer Barnett, and City Administrator Wayman had noticed a number of different businesses over the last three to four months who don't have an enclosed dumpster, and that after legal counsel reviewed ordinances and case law, and determined that City has right to require enclosures, they would be sending out letters of intent and a reasonable timeframe to comply.

Council Member Matson asked if minimum sizes would be included in the letter.

Community Development Supervisor Peters responded in the affirmative, saying that Code Enforcement Officer Barnett included standard size enclosures in the letter, and if a business had a different size they would bring in a drawing for approval.

Council Member Matson inquired if that included recycling dumpsters.

Community Development Supervisor Peters didn't think it specified either way.

City Administrator Wayman remarked that what they have is businesses with dumpsters in rights-of-way such as alleys who are moving dumpsters off their property to the City's right-of-way, and the intent is to get those businesses to place their commercial dumpsters into enclosures onto their own properties. He expressed hope that they would see good results in the next year with regard to cleaning up the City and making it look more reasonable.

Public Works Director Henne informed Council that they had a fire at Well Six last Thursday, the Speyers Road fire that Mr. Morford had referred to, which burned the trusses pretty good, although the Fire Department prevented the entire building from being destroyed. He added that they screwed some two by six uprights to the charred rafters, which should survive any kind of winter load.

Council Member Underwood inquired as to the cause of the fire.

Public Works Director Henne answered that one of the space heaters hanging from the ceiling burned and the breaker didn't trip.

Council Member Underwood asked why they use space heaters.

Public Works Director Henne answered that they use space heaters suspended from the ceiling for heat as the chlorine room only about six foot by ten foot. He remarked that they had two contractors come in that day to look it over and prepare estimates. He said that the first TIB application was successful, although neither the Fremont safe routes to school project nor the BUILD application were selected. He added that he has requested a debrief meeting with US DOT regarding the BUILD application, as he would like to know where the application was insufficient.

Clerk/Treasurer Novobielski gave a quick property tax update, saying that they ended up at ninety-nine percent of budget.

Council Member Tierney wondered if the audit had been completed yet.

Clerk/Treasurer Novobielski replied that they are currently trying to schedule an exit conference.

Recreation Manager Morales said that the Christmas event was a huge success, with an estimated thousand people served along with crafts, treats, a movie and vendors. She remarked that Hot Rods is coming up and is in the Christmas section of Cruisin' magazine and on their schedule. She went on to say that a gentleman who makes cribbage boards would make one for the winner of car show, and that with next year being Selah's Centennial everything, including events, are centered around the Centennial logo. She added that there would be a specific event for the Centennial on April 4 at the Civic Center.

City Administrator Wayman asked about the cost.

Recreation Manager Morales responded that they are working on bids to get accurate numbers and would let them know if there was a difference in estimates and why.

City Administrator Wayman noted that they were anticipating between fifteen and twenty thousand dollars as a budget.

Human Resources Manager Potter said that a future council member vacancy was posted last week, with application accepted through the first week of January, and they are looking forward to the second Council Meeting in January for interviews. He commented that he also posted a position for records management specialist last week, as Cindy Graziano would be retiring mid-January, and that this week he would be posting another position at the Wastewater Treatment Plant due to a retirement there.

Council Member Tierney inquired as to the position at the Wastewater Treatment Plant.

Human Resources Manager Potter replied that they would be looking for an entry level mechanic to be trained over time to be an operator.

City Administrator Wayman added that the person would have to come with skill sets.

Human Resources Manager Potter noted that the last two hires they had success with people who had hard skills already who were then trained in testing procedures.

Council Member Carlson wondered why the interviews wouldn't be at the first Council Meeting.

City Administrator Wayman explained that they were trying to get a nice window for applicants and that because of the holiday season people may not be paying attention, adding that they already have two written applications in hand.

Council Member Carlson asked if they need to extend that window.

Human Resources Manager Potter responded that they left it open four and a half weeks, to close on the Friday prior to the first Council Meeting, and that because the amount of time given is dependent on the

number of people who apply, they need to know in advance so they can bring a proposal to the first Council Meeting to handle it.

City Attorney Noe had no report but wished Council Member Dufault the best of luck at the State level.

2. Council Members

Council Member Dufault thanked everyone, saying that it has been quite an honor, he couldn't have had a better group of people to learn and become friends with, and it's been a real pleasure. He expressed a wish that the State legislature could work like this Council, adding that Mayor Raymond does a great job and he hopes that she sticks around for a while as the citizens of Selah are better for it. He commended City Administrator Wayman for the work he does, and for he and his wife investing in the community and putting down roots here rather than using it as a transitional job before moving to a bigger city. He expressed admiration for the City staff, saying from his perspective that it's cool to go to the different departments, get to know people professionally and on a personal level. He thanked the citizens, especially those who attend so many meetings, for being so invested in the community, and that he looked forward in his new position to helping the City and would be back after his session.

Council Member Matson told Council Member Dufault she would miss him. She expressed thanks to the Police Department for noticing that the front door of her house was wide open this past weekend and making sure everything was secure.

Council Member Tierney spoke briefly about the LTAC meeting held the previous week, saying that they kind of approved some figures to bring forward to Council but were surprised by some of the numbers from the Visitors & Convention Bureau. He said that it was a pleasure to work with Council Member Dufault and that he supports his endeavors as he moves forward to the State level.

Council Member Bell remarked that there have been a lot of good compliments from the pool contractor commending the Police Department. He thanked Recreation Manager Morales and Public Works Utility Supervisor Jones for attending the weekly construction meetings, saying that the pool should be on schedule for completion in mid-May. He encouraged everyone to participate in the pool operations fundraiser on February 2nd.

Council Member Underwood echoed her fellow Council Members in wishing Council Member Dufault well in his new position. She said that there would be a blood drive at the Civic Center Thursday.

Council Member Carlson said that there would be a YVCOG meeting tomorrow in Yakima. He spoke briefly about the blessing provided to his in-laws and the community of Paradise, California, saying that there are people in this community and around the world who will bend over backward to help these people in need. He expressed gratefulness for the generosity of the community and the City staff, and wished Council Member Dufault well.

3. City Administrator

City Administrator Wayman gave a final briefing on the audit, saying that there would be some recommendations and he's pleased with the idea that there won't be any fines. He went on to say that

every time there was a question during the audit Clerk/Treasurer Novobielski got the answer for them. He said that Bill Harris brought forth a proposal for the half acre behind the motel, to build a food bank and clothing center, and requested that Council consider the idea. He wished Council Member Dufault good luck, saying that he was a pleasure to work with and he doesn't expect him to remain there too long before moving up the ladder.

4. Boards **None**

5. Mayor

Mayor Raymond wished Council Member Dufault the best of luck, adding that everything she had to say was summed up by a customer at King's Row today who said they have such a happy city.

P. Executive Session **None**

Q. Adjournment

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

The meeting adjourned at 6:04pm.

Sherry Raymond, Mayor

John Tierney, Council Member

Roger Bell, Council Member

Russell Carlson, Council Member

Diane Underwood, Council Member

Jeremie Dufault, Council Member

EXCUSED
Rachael Glaspie, Council Member

Jacquie Matson, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer



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



Council Meeting	Action Item
1/8/2019	K – 2

Title: Claims & Payroll

From: Monica Lake, Executive Assistant

Action Requested: Approval

Staff Recommendation:

Approval of Claims & Payroll as listed on Check Registers.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: See Check Registers

Funding Source: See 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
1/8/2019 L – 1

Title: Public hearing to consider amendments to Selah Municipal Code (SMC) Title 10 Zoning pertaining to regulation of land use and development in the City of Selah allowing for: 1. Additions to Table 10.28A Permitted, Administrative and Conditional Uses, and 2. Changes to Selah Municipal Code 10.34 Off-Street Parking and Loading updating the City of Selah's Table 34-1 Parking regulations.

From: Jeff Peters, Community Development Supervisor

Action Requested: Public Hearing - Open Record

Staff Recommendation: Staff recommends that the council hold the required public hearing.

Board/Commission Recommendation: Approval

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: The City of Selah last completed a major update of its permitted land uses and parking standards in 2004. Since that time thirteen years has passed which has resulted in changes to commercial and industrial development throughout the City of Selah, which includes changes and development of new land uses and parking standards. Updating of the City's permitted land use table and parking standards in alignment with the Institute of Transportation Engineers Parking Generation 4th Edition should help to attract new and upcoming businesses, ensure that the new business have adequate parking, and support changes to the City's zoning map suggested by the City's Draft Sub Area Study.



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



Recommended Motion: N/A

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:
5/1/2018	Planning Commission Study Session
5/15/2018	Planning Commission Study Session
12/18/2018	Planning Commission Public Hearing

Attachment "A"

Permitted Uses By Zoning District	LDSF	R-1	R-2	R-3	B-1	B-2	M-1
Agriculture							
Agriculture*, Horticulture, General Farming (not feedlots* and stockyards)	1						1
Agricultural buildings* used to house livestock (See 10.28.040(a))	1	12					1
Agricultural Chemical Sales & Storage							1
Agricultural Market*						2	1
Agricultural stands* (See 10.28.040(b))	2	2				1	1
Agricultural Related Industries*	3						1
Aquaculture*	2						1
Concentrated Feeding Operation*							2
Floriculture*	1						1
Fruit Bin Sales/Storage	3						1
Winery/Brewery Resort/Destination – On-site agricultural production*	2	3					3
Amusement and Recreation							
Athletic Club*						1	3
Bowling Alley						1	3
Campground/Recreational Vehicle Park/Campground* (See 10.28.040(c))	33					4	3
Game Rooms*, Card Rooms, Electronic Game Rooms*						1	
Golf Courses, Golf Driving Ranges, Clubhouses	3					2	3
Gymnasiums, Exercise Facilities – Public						1	2
Health/Fitness Club					2	1	3
Speedways, Go-Kart Tracks (See 10.28.040(d))	3					2	2
Miniature Golf Courses – Privately owned						1	
Movie Theaters, Auditoriums, Exhibition Halls						1	
Multi-Purpose Recreational Facility*						2	2
Parks* (Public/Private) Passive	1	2	2	2	1	1	1
Active	32	32	32	32	32	32	32
Ice Skating, Roller Skating, Skate Board Rinks						1	
Recreational Vehicle Park/Campground* (See 10.28.040(c))	3					1	3
Sports Facility (Indoor)						1	2
Social Card Rooms*						3	

Permitted Uses By Zoning District	LDSF	R-1	R-2	R-3	B-1	B-2	M-1
Community Services							
Cemetery, Mausoleums and Columbariums	3	3					
Churches, Synagogues, Temples	32	32	32	1	1	1	2
Community Center, Meeting Halls, Fraternal Organizations*	2	2	2	1	1	1	2
Community Center Recreational*	3	3	3	2	3	1	2
Convalescent and Nursing Home*			3	1	1	1	
Child/Adult Daycare Facilities*: (more greater than six but fewer than thirteen children or adults)	2	2	2	2	3	3	
Child/Adult Daycare Center*: (more greater than twelve children or adults)	3	3	3	3	3	3	
Ambulance services					1	1	
Family Home Services*	3	3	3	3	3	3	
Funeral homes					1	1	
Group homes*	2	2	2	2	2		
Halfway house*			3	3	3	3	
Hospitals*						1	3
Correction facilities						3	3
Libraries, Museums, Art galleries	3	3	3	2	1	1	
Municipal buildings (fire and police stations, city hall, municipal maintenance facilities, other municipal buildings)	3	3	3	3	3	1	1
Schools: Elementary, Middle, Intermediate and High Schools*	3	3	3	3	3	3	
Business and Vocation*, Community colleges					2	2	2
Waste water lagoon and/or sprayfield	3						3
Manufacturing							
Agricultural Product Support*						2	1
Automotive or recreational vehicle parts of any type						2	1
Apparel and accessories						2	1
Bakery products (wholesale)						1	1
Beverage industry*						2	1
Canning, preserving and/or packaging of fruits, vegetables or other food items							1
Asphalt, cement and/or concrete plants							3

Chemicals (agricultural, industrial, medical, wood)							3
Concrete, gypsum and/or plaster products							3
Confectionery and related products (wholesale)						1	1
Cutlery, hand tools and general hardware						3	1
Pharmaceuticals						2	1
Electrical transmission and distribution equipment						2	1
<u>Community Center, Meeting Halls, Fraternal Organizations*</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>2</u>
Electronic components and/or accessories						2	1
Engineering, medical, optical, dental and scientific instruments						<u>2</u>	1
Fabricated metal or wood structural components						3	1
Food processing						3	1
Furniture, custom cabinet and/or woodworking shops						2	1
Glass, pottery and related products						2	1
Manufacturing							
Grain mill products						3	1
Heating, air conditioning, wood stoves							1
Leather products						3	1
Leather tanning and finishing						3	1
Machinery and/or equipment not previously listed						2	1
Meat, poultry and/or dairy products							1
Containers – Paperboard, metal, plastic						3	1
Paints, varnishes, lacquers, enamels and allied products							21
Plastic products (other than containers)							1
Printing, publishing and binding (mass printing)						1	1
<u>Recycling, Drop Off/Processing Center</u>						3	1
Sawmill, planing mill, prefabricated structural wood products and containers (pallets, bins)							3
Sheet metal and welding shops						23	1
<u>Sign Manufacturing and Product Assembly*</u>						1	1
Stone products (includes finishing of monuments for <u>retailer retail sale</u>)						2	1
Transportation and recreational equipment						3	1
Woodworking (cabinets, shelves, etc.)						2	1
Permitted Uses By Zoning District	LDSF	R-1	R-2	R-3	B-1	B-2	M-1

Mining/ Refining/ Off-Site Hazardous Waste Treatment							
Asphalt, roofing material manufacture, rock crushing							3
Mining*, including sand and gravel pits							3
Off-site hazardous waste treatment and storage facilities*						3	3
Residential							
Accessory structure, use or building*	1	1	1	1	1	1	1
Converted Dwelling*	3	3	2	2		2	
Detached single-family dwelling*	1	1	1	1			
Manufactured home*/ Mobile home* (See 10.08.140)	12			2			
Two-family dwelling (duplex)* (See 10.28.040(ii))		1(l)	1	1			
Manufactured home parks* (See 10.28.040(e))				3			
Multiple-family dwelling*:							
0 – 5 DUA			2	1		2	
6 – 12 DUA			2	1		2	
12 DUA			3	1		2	
Mixed Use Building*				3	1	1	
Manufactured home parks* (See 10.28.040(e))				3			
Retirement apartments Home/Apartments	3		2	1			
Home occupations* (See 10.28.040(i))							
Minor Home Occupations* (See 10.28.040(i))	1	1	1	1	1	1	
Major Home Occupations* (See 10.28.040(ii))	2	2	2	2	2	1	
Planned Development*	1	1	1	1			
Permitted Uses By Zoning District	LDSF	R-1	R-2	R-3	B-1	B-2	M-1
Retail Trade and Services							
Addressing, mailing and stenographic services					1	1	
Adult business*						3	
Advertising agencies					1	1	
Agricultural Chemical Sales and Storage						2	2
Agricultural stands* (See 10.28.040(b))							
Animal clinic/hospital*					32	1	1
Animal Training/Pet Daycare*						1	1
Antique store						4	
Artist's supplies						1	
Auction houses*						2	1

Automotive, truck, mobile/manufactured home and recreational vehicle sales*						1	<u>1</u>
Automotive: Car wash/Detailing					2	1	2
Parking lot and garages						1	
Maintenance and repair shops						1	1
Paint and body repair shops						2	1
Parts and accessories (Tires, batteries, etc.)						1	1
Specialized repair shops (Radiator, engine, etc.)						2	1
Towing services						1	1
Winery/Brewery Basic*					1	1	1
Winery/Brewery Resort/Destination – No on-site agricultural production*	<u>3</u>	<u>3</u>					<u>3</u>
Wrecking and dismantling yard*						3	3
Bail Bonds					1	1	2
Bakery						4	
Bed and breakfast inn* (See 10.28.040[q])	<u>32</u>	3			2	1	
Boats and marine accessories						1	1
Book, stationery, office supplies						4	
Building and trade (e.g. plumbing, heating, electrical, painting, etc.)						1	<u>1</u>
Butcher shop						1	1
Coffee Shop (without drive thru)					2	1	2
Commercial Services*						1	2
Camera store						4	
Candy store [Confectionery and tobacco store]						4	
Clothing and accessories						4	
Coin and stamp shop						4	
Computer and electronic stores						4	
Convenience Market (with or without gas pumps)						1	1
Delicatessen					1	1	
Department, discount, variety stores						4	
Drug stores (Optical goods, orthopedic supplies)						4	
Employment agencies (private)						4	
Espresso stands					2	1	2
Fabric store						4	
Farm and implement, tool and heavy construction						1	<u>1</u>

equipment							
Farm supplies						1	21
Financial institutions					1	1	3
Fuel Oil Distributors						3	1
Florist (outside display and storage)					1	1	3
Feed store, specialty						4	
Fuel distributors						2	1
Furniture, home furnishings, appliances						1	3
General hardware, garden equipment and supplies						1	1
Gift shop						4	
Grocery/convenience store*						4	
General Retail Sales (not otherwise regulated)*						1	3
Hair care					1	1	
Heating and plumbing equipment store						1	1
Heavy equipment storage*, maintenance and/or repair						2	1
Insurance agents, brokers and service agencies					4	4	
Jewelry, watches, silverware sales and repair						4	
Kennels* (See 10.28.040(j))	3					1	2
Laundries, Laundromats and dry cleaning plants						1	1
Liquor and wine stores						1	
Locksmiths and Gunsmiths						1	1
Lumber yards						1	1
Medical and dental laboratories, offices and clinics					4	4	
Manufactured Home and Travel Trailer Sales						3	1
Massage Therapy/Spa*					1	1	
Mixed Use Buildings Residential/Commercial				2	1	1	3
Motels* and hotels*						1	
Night Clubs/Dance Establishments						1	3
Nursery*	2					1	1
Offices and Clinics					1	1	3
Paint, glass and wallpaper stores						4	
Pet store, pet supplies and grooming services						4	
Office Contractor Building and Trade (Plumbing, Heating, Electrical, and Painting)					1	1	1
Pawn Broker						2	1
Printing, photocopy services					2	4	

Waste material processing								1
Transportation								
Bus and taxicab terminals, dispatch office, storage and maintenance facilities maintenance facilities							1	1
Transportation brokerage offices*:								
No truck parking					1		1	1
With truck parking							1	1
Contract truck hauling, rental of trucks with drivers							1	1
Air, rail, truck terminals (for short term storage, office, etc.)							1	1
Railroad switch yard, maintenance and repair facilities								31
Airports or landing field*							3	3
Utilities								
Communication towers* (See 10.28.040(h))	3	3	3	3	3	3	3	32
Refuse transfer station								3
Sewage treatment plants, wastewater lagoons and sprayfields, and bio-solid composting								31
Utility substations (electric, telephone, gas, etc.)	3	3	3	3	3	3	3	31
<u>Water Reservoirs Associated with Subdivision/Planned Development</u>	<u>Permitted as infrastructure to support proposed Subdivision/Planned Development</u>							
<u>Pumping stations Associated with Subdivision/Planned Development</u>	<u>Permitted as infrastructure to support proposed Subdivision/Planned Development</u>							
Water reservoirs	3	3	3	3	3	3	3	31
Pumping stations	3	3	3	3	1		1	1
Wholesale Trade-Storage								
Self Service or mini storage* (See 10.28.040(k))							1	1
Warehouses* and storage facilities							2	1
Wholesale trade							2	1

Chapter 10.34 OFF-STREET PARKING AND LOADING

Sections:

- 10.34.010 Purpose.
- 10.34.020 Off-street parking spaces to be provided.
- 10.34.030 General provisions.
- 10.34.040 Ingress and egress provisions.
- 10.34.050 Parking space design standards.
- 10.34.060 Location of required spaces.
- 10.34.070 Required improvement and maintenance of parking areas.
- 10.34.080 Required landscaping of parking areas.
- 10.34.090 Lighting.
- 10.34.100 Plot plan required.
- 10.34.110 Existing uses.
- 10.34.120 Exemption.

10.34.010 Purpose.

The purpose of this chapter and the parking regulations contained herein is:

- (1) To assure adequate off-street parking and to prevent the worsening of an existing deficiency of parking facilities throughout the city;
- (2) To require the provision of off-street parking facilities for all land uses listed in Chapter [10.28](#), Table A of this chapter;
- (3) To reduce the amount of on-street parking and storage of vehicles so as to increase traffic safety and the capacity of the street system;
- (4) To improve the aesthetic environment and reduce the visual impact of parking lots (areas) through adequate landscaping. (Ord. 1634 § 127, 2004.)

10.34.020 Off-street parking spaces to be provided.

When a new structure is constructed or an existing structure is enlarged, or when the use of an existing structure is changed, off-street parking and loading spaces shall be provided according to the standards set forth in Chapter [10.34](#), Table 34-1. If a structure, existing on the effective date of this chapter, is enlarged so as to require additional parking spaces to conform to requirements of this chapter, such additional parking spaces shall be provided; however, the number of such additional spaces shall be computed with regard only to the extent of the enlargement, regardless of whether or not the number of previously existing spaces satisfies the requirements of this chapter. (Ord. 1634 § 128, 2004.)

10.34.030 General provisions.

- (a) It shall be a continuing obligation of the owner of property, for which parking spaces are required by this chapter, to provide the required off-street parking and loading facilities. Building permits or other permits will be issued only after receipt by the building official of a site plan drawn to scale showing the location of permanent parking and loading facilities.
- (b) Required parking spaces shall be available for parking of vehicles of residents, customers, patrons and employees only, as the case may be, and shall not be used for storage of vehicles or materials or for the parking of vehicles used in conducting the business or use to which the property is put, and shall not be used for the sale, repair or servicing of any vehicle.
- (c) Off-street parking and loading facilities shall be provided prior to occupancy of any structure hereafter built or enlarged, or prior to a change in the use of any land.
- (d) Any use of property which, on the effective date of this chapter is nonconforming as to the regulations relating to off-street parking facilities, may continue to be used in the same manner as if the parking facilities were conforming. Such existing parking facilities shall not be further reduced.
- (e) Off-street parking spaces existing on the effective date of this chapter and actually being used for the parking of automobiles or other motor vehicles in connection with the use of an existing building shall not be reduced in number or size during the entire life of such building or land use below that which would be required for a new building or land use of a similar type constructed or commenced after the effective date of this chapter.
- (f) The required front yard in the Multiple-Family Residential (R-3) zone shall not be utilized for off-street parking unless the ~~three foot~~three-foot strip nearest the front property line is landscaped

and a ~~two-foot~~two-foot high concrete, masonry or decorative block wall or wood fence or solid landscaping screen is provided.

(g) Parking space shall mean a space meeting the design standards set forth in Table 34-A.

(h) Requirements for a building or use not specifically listed in this schedule shall be determined by the administrative official based upon the requirements of the most current edition of the Institute of Transportation Engineers Parking Generation Manual and similar uses.

(i) In computing the number of required or available spaces to determine compliance with requirements of this section the following means of computation shall be applied:

(1) *Computation of Required Spaces.* When a building or use is planned or constructed in such a manner that a choice of parking requirements could be made the ~~use which requires the greatest number of parking spaces~~use, which requires the greatest number of parking spaces, shall govern.

(2) *Fraction.* If the number of off-street parking spaces required contains a fraction such number shall be changed to the nearest higher whole number.

(3) *Mixed Uses.* When several uses occupy a single structure or lot the total required parking spaces shall be the sum of the requirements of the individual uses, or the applicant may request that the Administrative Official utilize the Mixed-Use/Multi-Use Parking Demand Data of the Institute of Transportation Engineers to propose a modified parking standard.

(4) *Dual Uses.* None of the provisions of this chapter shall be construed or applied so as to prevent the dual use of parking facilities for the times during which uses are not conflicting. For the purpose of computing the number of parking spaces available through the dual use of parking facilities, the following considerations, rules and regulations shall be applied:

(A) The building or use for which the application is made for authority to utilize existing off-street parking facilities provided by another building or use shall be located within three hundred feet of such parking facilities.

(B) The applicant shall show that there is no substantial conflict in the principal operating hours for the buildings or uses for which the dual use of off-street parking facilities is proposed.

(C) Parties concerned in the dual use of off-street parking facilities shall file with the city written evidence of an agreement for dual use.

(D) Up to fifty percent of the parking facilities required by this chapter for a use considered to be primarily a daytime use may be provided by a use considered to be primarily a nighttime use; up to fifty percent of the parking facilities required by this chapter for a use considered to be primarily a nighttime use may be provided by a use considered to be primarily a daytime use; provided, up to one hundred percent of the parking facilities required by this chapter for a church or for an auditorium incidental to a public or parochial school may be supplied by parking facilities of a use considered to be primarily a daytime use. For purposes of this subsection, and as a standard for applying the provisions of this section, the following uses are considered to be primarily daytime uses: banks, business and financial offices, manufacturing uses, and the following uses are considered to be typical nighttime and/or Sunday uses: auditoriums, incidental to a public or parochial school, church, dance hall and theater. (Ord. 1634 § 129, 2004.)

(E) Compact Car Parking. For parking areas with ten or more required parking spaces, up to fifteen percent of the required number of off-street parking spaces may be designed for compact car parking. Compact spaces shall be no less than eight feet by seventeen feet and each space must be labeled individually with appropriate signage, and a durable pavement marking "Compact."

10.34.040 Ingress and egress provisions.

The city shall have the authority to fix the location, width and manner of approach of a vehicular ingress or egress from a building or parking area to a public street and to alter existing ingress and egress as may be required to control street traffic in the interest of public safety and general welfare. (Ord. 1634 § 130, 2004.)

10.34.050 Parking space design standards.

Access aisles and parking stalls shall be of sufficient width and length to provide for all turning and maneuvering, and shall be to a design standard as established in Table 34-A. (Ord. 1634 § 131, 2004.)

10.34.060 Location of required spaces.

- (a) Groups of five or more parking spaces shall be served by a driveway so that no vehicular backing or other maneuvering movement will occur within a public right-of-way other than an alley.
- (b) Required off-street parking for a single-family, two-family and multiple-family dwellings shall be located on, or within sixty-five feet of the lot or building site of the building to be served by the parking spaces.
- (c) Off-street parking area for nonresidential uses shall be located not more than three hundred feet from the structure or use served. (Ord. 1634 § 132, 2004.)

10.34.070 Required improvement and maintenance of parking areas.

Every lot or parcel of land improved to provide a public or private parking area having a capacity of two or more vehicles shall meet the following specifications:

- (1) *Surfacing.* New off-street parking areas shall be paved with two inch-thick asphalt surfacing on aggregate base or equivalent surfacing acceptable to the city so as to eliminate dust or mud, and shall be graded and drained to a plan acceptable to the city. Grading and drainage facilities shall be arranged so that no water drains across sidewalks.
- (2) *Border Barricades and Screening.*
 - (A) Any parking areas that are not separated by a fence from any street property line upon which it abuts shall be provided with a suitable concrete curb or timber barrier not less than six inches in height and located not less than two feet from the street property line. Such curb or barrier shall be securely installed and maintained; provided, no such curb or barrier shall be required across any driveway or entrance to the parking area.
 - (B) Every parking area abutting property located in any residential zone shall be separated from such property by a solid masonry wall or wood fence, which wall or fence shall be four to six feet in height; provided, that along the required front yard the wall shall not exceed two feet in height. No such wall need be provided where the elevation of that portion of the parking area immediately adjacent to a residential zone is six feet or more below the elevation of such residentially zoned property along the common property line.

(3) *Driveway Surfacing.* All public or private driveways shall be surfaced for a minimum distance of twenty-five feet back from the street or curb to a minimum width of twenty feet at the curb and constructed in accordance with the specifications established in subsection (1) of this section. (Ord. 1634 § 133, 2004.)

10.34.080 Required landscaping of parking areas.

(a) In parking lots of ten or more spaces, a minimum of four percent of the total parking lot area shall be landscaped. On premises used for an industrial use category, as specified in Chapter [10.28](#) of this title, the landscaping required by this section shall apply only to those parking areas, which abut on a public right-of-way.

(b) No required planting area shall be less than twenty-four square feet in area with the exception of raised planter boxes around or in close proximity to buildings.

(c) One tree shall be installed for every fifteen single-row parking stalls or every thirty double-row parking stalls within the parking lot.

(d) Landscaping shall consist of combinations of trees, shrubs and ground cover with careful consideration to eventual size and spread, susceptibility to disease and pests, durability and adaptability to existing soil and climatic conditions.

(e) Shrubs and trees in the landscaping shall be maintained in a healthy growing condition. (Ord. 1634 § 134, 2004.)

10.34.090 Lighting.

Lighting, if provided, shall be indirect, hooded and arranged to reflect away from adjoining properties and streets. (Ord. 1634 § 135, 2004.)

10.34.100 Plot plan required.

A plot plan of every new or enlarged off-street parking lot shall be filed with the city prior to the commencement of construction. The plan shall be drawn to a minimum scale of one inch for each fifty feet, and shall indicate the proposed development, including locations, size, shape, design, curb

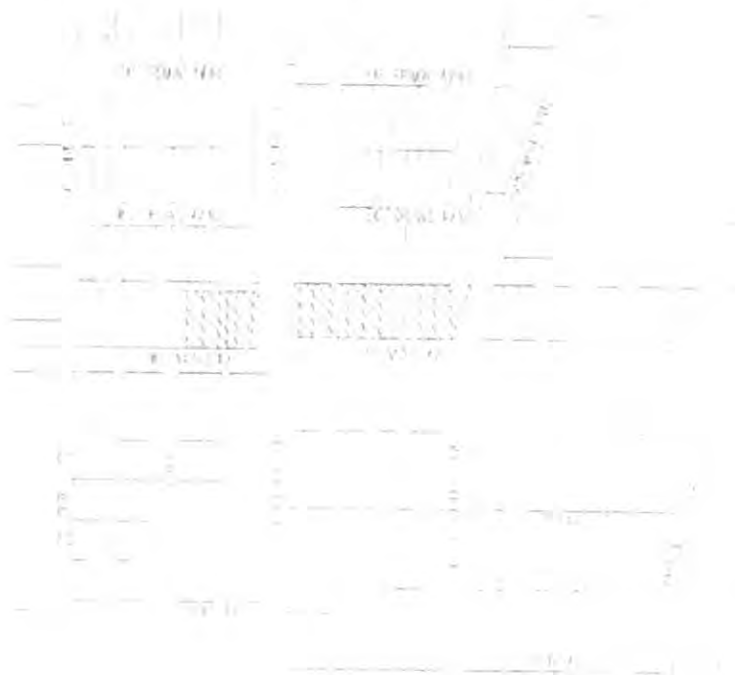
cuts, lighting, landscaping, irrigation and other features and appurtenances of the proposed parking lot. (Ord. 1634 § 136, 2004.)

10.34.110 Existing uses.

The provisions and requirements of this chapter shall not apply to uses of property and parking lots or spaces existing on the effective date of this chapter; provided, the provisions and requirements this chapter shall apply to new construction, to changes in the use of an existing premises, and to the development of premises subsequent to the effective date of this chapter. (Ord. 1634 § 137, 2004.)

10.34.120 Exemption.

A portion of the central business core, the shaded area in Figure 34-1, is exempt from the provisions of this chapter relative to the number of off-street parking spaces required. All other requirements of this chapter shall apply to any off-street parking provided by a property owner or business.



Chapter 10.34, Table 34-A

Table Of Parking Space Minimum Design Standards

Angle of Parking (Degrees)	One-Way Maneuvering Lane Width (Feet)	Two-Way Maneuvering Lane Width (Feet)	Parking Stall Width (Feet)	Parking Stall Length (Feet)
Parallel to 29	12	20	9	23
30 – 53	12	20	9	16
54 – 75	15	20	9	18
76 – 90	18	24	10	20

(Ord. 1634 § 138, 2004.)

Table 34-1 Parking spaces required.

The number of off-street parking spaces ~~required~~required for various uses shall not be less than as required in Table 34-1, or for uses not listed in this table the most current edition of the Institute of Transportation Engineers Parking Generation Manual:

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1	
Activity	Parking Standards
Agricultural Services	
Agriculturally related <u>Related industries</u> : packing <u>Packing, processing</u> plants <u>Plants</u>	One space for each 300 s.f. <u>sq. ft.</u> of gfa <u>GFA</u>
Storage facilities <u>Facilities</u>	Two spaces for the first 1,000 s.f. <u>sq. ft.</u> of gfa <u>GFA</u> plus one space <u>space for</u> each additional 3000 s.f. <u>sq. ft.</u> of gfa <u>GFA</u>
Amusement and Recreation	
<u>Athletic Club*</u>	<u>3.55 spaces per 1,000 sq. ft. of GFA</u>

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1	
Activity	Parking Standards
<u>Auditoriums, Exhibition Hall</u>	<u>One space for each 100 sq. ft. of GFA</u>
<u>Billiard Hall</u>	<u>6.56 stalls per 1,000 sq. ft. of GFA and 2.89 stalls per billiard</u>
<u>Bowling Alley</u>	<u>5.02 spaces for each lane</u>
<u>Exercise Facility/Health/Fitness Club</u>	<u>5.27 spaces per 1,000 sq. ft. of GFA</u>
<u>Game roomRoom, card Card roomRoom, electronic Electronic game Game rooms Rooms</u>	<u>One space for each playing table, or three seats for each three machines, whichever is greater5.81 spaces per 1,000 sq. ft. of GFA and 0.34 spaces per gaming positions.</u>
<u>Golf Course</u>	<u>8.68 spaces per hole</u>
<u>Gymnasiums</u>	<u>One space for each 1,000 sq. ft. of GFA</u>
<u>Health/Fitness Club*</u>	<u>5.27 spaces per 1,000 sq. ft. of GFA</u>
<u>Horse racing Racing trackTrack, speedwaySpeedway, grandstands Grandstands</u>	<u>One space for each three fixed seats or 54 inches of benchseatingbench seating</u>
Bowling alley	Four spaces for each lane
Gymnasiums, exercise facility	One space for each 1,000 s.f.sq. ft. of gfa
<u>Ice skatingSkating, roller Roller skatingSkating, skate Skate boarding Boarding (indoor)</u>	<u>One space for each 250 s.f.sq. ft. of skating or boarding area5.8 spaces per 1,000 of GFA</u>
<u>Movie Theater (see ITE Parking Generation Manual for Multiplex Movie Theater*</u>	<u>.26 spaces per seat</u>
<u>Multi-Purpose Recreational Facility*</u>	<u>1.78 spaces per golf hole; and 10.67 spaces per 1,000 sq. ft. of GFA; and 16.00 spaces per acre</u>
<u>Park: City (10 acres or less)</u>	<u>2.80 spaces per acre</u>

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1	
Activity	Parking Standards
<u>Park: City (more than 10 acres)</u>	<u>5.10 spaces per acre</u>
<u>Soccer Complex</u>	<u>58.80 spaces per field</u>
<u>Swimming pools Pools</u>	<u>One space for each 150 s.f.sq. ft. of water surface area</u>
Movie theaters	One space for each four fixed seats
Auditoriums, exhibition hall	One space for each 100 s.f.sq. ft. of gfaGFA
<u>Tennis Courts Indoor and Outdoor (outside of a park or multipurpose recreational center)</u>	<u>3.56 spaces per court</u>
<u>Water Slide Park</u>	<u>84.5 spaces per acre</u>
Community Services	
<u>Churches, synagogues Synagogues, and tTemples, funeral homes</u>	One space for each three fixed seats (or 54 inches of benchtype seating), plus one space for each forty s.f.sq. ft. of general reception/gathering area <u>8.37 spaces per 1,000 sq. ft. of GFA</u>
<u>College Community</u>	<u>0.18 spaces per student</u>
<u>College University</u>	<u>0.22 spaces per student</u>
<u>Community Center Recreational*</u>	<u>3.20 Vehicles per 1,000 sq. ft. of GFA</u>
<u>Convalescent, adult Adult care Care centerCenter, nursing Nursing and group Group homes Homes</u>	One space for each two beds <u>0.35 spaces per bed</u>
<u>Convention Center</u>	<u>0.44 spaces * maximum occupant load</u>
<u>Fire and police Police stations Stations</u>	<u>One space for each 200 s.f.sq. ft. of gfaGFA</u>
<u>Halfway house House (detention center)</u>	<u>One space for each two beds</u>
<u>Hospital</u>	One and a half spaces for each bed <u>3.95 spaces per 1,000 sq. ft. of GFA</u>

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1	
Activity	Parking Standards
Schools: Primary, elementary <u>Elementary</u>	Three spaces for each classroom, or one space for each three fixed seats (54 inch bench type seating) in the assembly area, whichever is greater <u>0.17 spaces per student. Parking for schools shall be determined at the time of construction and shall be based upon maximum occupancy of the structure(s). Any additional construction or placement of portables shall require recalculation of the maximum occupancy and the addition of parking stalls accordingly.</u>
Schools: <u>High School</u>	<u>0.09 spaces per student (see note above for calculation of parking stalls)</u>
Intermediate, senior <u>Schools: Middle/Junior High</u>	Same as primary/elementary plus one space for each four students over 16 years old <u>0.09 spaces per student (see note above for calculation of parking stalls)</u>
Schools: <u>Private School (K-12)</u>	<u>0.40 spaces per student</u>
Juvenile detention <u>Detention center</u> Center	<u>One and a half spaces for each bed</u>
<u>Mosque</u>	<u>17.32 spaces per 1,000 sq. ft. of GFA</u>
Museums, art <u>Art galleries</u> Galleries	One space for each 100 s.f. sq. ft. of gfa <u>1.32 spaces per 1,000 sq. ft. of GFA</u>
Preschools, child <u>Child care</u> Care centers <u>Centers</u>	One space for each employee plus one space for each six children <u>3.16 spaces per 1,000 sq. ft. of GFA</u>
Libraries	One space for each 100 s.f. of gfa <u>2.61 spaces per 1,000 sq. ft. of GFA</u>
Museums, art galleries	One space for each 100 s.f. of gfa
Preschools, child care centers	One space for each employee plus one space for each six children
Vocational schools <u>Schools</u>	<u>One space for each 400 s.f. sq. ft. of gfa</u> <u>GFA</u>

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1	
Activity	Parking Standards
<u>Light Industrial Uses (not otherwise provided in this table)</u>	
<u>General Light Industrial</u>	<u>0.75 spaces per 1,000 sq. ft. of GFA</u>
<u>Industrial Park</u>	<u>1.27 spaces per 1,000 sq. ft. of GFA</u>
Manufacturing (Mass Production)	
All uses listed under manufacturing in Chapter 10.28, Table A Manufacturing-	One space for each employee per maximum shift <u>1.02 spaces per 1,000 sq. ft. of GFA</u>
Residential	
<u>Assisted Living</u>	<u>0.41 per dwelling unit</u>
<u>Continuing Care Retirement Community</u>	<u>1.0 spaces per dwelling</u>
Single-family <u>Family dwelling Dwelling</u>	Two <u>Three spaces</u>
Two-family <u>Family dwelling Dwelling</u>	Four <u>Six spaces</u>
Multiple-family <u>Family dwellings Dwellings:</u>	Five <u>spaces</u>
<u>Three to Four Units</u>	<u>Nine spaces</u>
Four units-	Seven <u>spaces</u>
Five units <u>Units</u>	Eight <u>spaces</u> <u>1.5 spaces per dwelling unit</u>
Six units <u>Units or more More</u>	One and a half spaces for each dwelling unit <u>1.5 spaces per dwelling unit</u>
Retirement home	One space for each dwelling unit
Retail Trade and Services	
Addressing, mailing <u>Mailing and stenographic</u> Stenographic services <u>Services</u>	One space for each 300 s.f. <u>sq. ft. of gfa</u> <u>GFA</u>
Advertising agencies <u>Agencies</u>	One space for each 300 s.f. <u>sq. ft. of gfa</u> <u>GFA</u>

City of Selah Zoning Ordinance, Title 10, Chapter34, Table 34-1	
Activity	Parking Standards
<u>Animal Hospital/Veterinary Clinic</u>	<u>1.6 spaces per 1,000 sq. ft. of GFA and 1.4 vehicles per employee</u>
<u>Apparel/Clothing Store</u>	<u>2.13 spaces per 1,000 sq. ft. of GFA</u>
<u>Automobile, truckTruck, mobileMobile/manufactured- Manufactured homeHome, recreationalvehicleRecreational Vehicle sales Sales</u>	One space for each 500 s.f. sq. ft. of showroom and one space foreach for each 1,000 s.f. sq. ft. of retail sales floor area
<u>Automotive: Automobile maintenance-Maintenance and service Service shop-Shop</u>	Two spaces per service area including work bays
<u>Automotive: Car Wash</u>	<u>Six spaces per wash bay</u>
<u>Automotive: Parts and Accessories</u>	<u>2.25 spaces per 1,000 sq. ft. of GFA</u>
<u>Car wash-</u>	<u>Six space per wash bay</u>
<u>Automotive: Car washWash, selfSelf-service Service</u>	One space for each 1,000 s.f. sq. ft. of gfa GFA
<u>Automotive: Paint and body Body shops-Shops</u>	Two space per service area including work bays
<u>Automotive: Specialized repair shop (brakes, radiator, etc)</u>	Two space per service area including work bays
<u>Automotive: Tire Store</u>	<u>4.17 spaces per 1,000 sq. ft. of GFA</u>
<u>Automotive: Wrecking and dismantling</u>	One space for each 500 s.f. sq. ft. of gfa GFA
<u>Bank/Financial Institution</u>	<u>One space for each 200 sq. ft. of GFA</u>
<u>Bank/Financial Institution Drive-in</u>	<u>4.00 stalls per 1,000 sq. ft. of GFA</u>
<u>Beauty and barber shops</u>	One space for each 75 s.f. sq. ft. of gfa GFA
<u>Bed and breakfast inn</u>	One space for each guest room
<u>Book Store</u>	<u>0.89 spaces per 1,000 sq. ft. of GFA</u>
<u>Building and contractors-Contractors Office</u>	One space for each 800 s.f. sq. ft. of gfa GFA

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1	
Activity	Parking Standards
<u>Carpet Store</u>	<u>1.79 spaces per 1,000 sq. ft. of GFA</u>
<u>Coffee/Donut Shop (without drive-through window)</u>	<u>14.44 spaces per 1,000 sq. ft. of GFA</u>
<u>Coffee/Donut Shop (with drive-through window)</u>	<u>10.40 spaces per 1,000 sq. ft. of GFA</u>
<u>Copy, Print and Express Shipping Store</u>	<u>3.00 spaces per 1,000 sq. ft. of GFA</u>
<u>Convenience Market*</u>	<u>3.11 spaces per 1,000 sq. ft. of GFA</u>
<u>Convenience Market (with gas pumps)</u>	<u>8.38 spaces per 1,000 sq. ft. of GFA</u>
<u>Discount Club*</u>	<u>2.90 spaces per 1,000 sq. ft. of GFA</u>
<u>Drug Store with Drive-Through Window</u>	<u>2.39 spaces per 1,000 sq. ft. of GFA</u>
<u>Drug Stores without Drive-Through Window stores-</u>	<u>One space for each 200 s.f. of gfa 2.94 spaces per <u>1,000 sq. ft. of GFA</u></u>
<u>Dry Cleaners</u>	<u>1.40 stalls per 1,000 sq. ft. of GFA</u>
<u>Electronics Store</u>	<u>3.03 spaces per 1,000 sq. ft. of GFA</u>
<u>Employment agencies (private)-</u>	<u>One space for each 200 s.f. of gfa</u>
<u>Espresso stands-</u>	<u>One space per employee plus 60 lineal feet of customer- vehicle waiting area per drive-up window</u>
<u>Farm supplies</u>	<u>One space for each 800 s.f. sq. ft. of gfa GFA</u>
<u>Financial institution-</u>	<u>One space for each 200 s.f. of gfa</u>
<u>Furniture, home furnishings, appliances</u>	<u>One space for each 800 s.f. of gfa 1.04 spaces per <u>1,000 sq. ft. of GFA</u></u>
<u>Service station-</u>	<u>One space for each 300 s.f. of gfa</u>
<u>Sporting Goods Store</u>	<u>1.78 spaces per 1,000 sq. ft. of GFA</u>
<u>Hardware store Home Improvement Store</u>	<u>One space for each 300 s.f. of gfa of structure and permanent outside display sales area 3.19 stalls per</u>

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1	
Activity	Parking Standards
	<u>1,000 sq. ft. of GFA</u>
Heating, air conditioning, plumbing equipment store	One space for each <u>400 s.f. sq. ft. of gfa</u> <u>GFA</u>
Heavy equipment, farm equipment sales and repair	One space for each <u>300 s.f. sq. ft. of gfa</u> <u>GFA</u>
<u>Hotel</u>	<u>1.20 spaces per room</u>
<u>Hotel: Business</u>	<u>.66 spaces per room</u>
<u>Hotel: Resort</u>	<u>1.29 spaces per room</u>
Household appliances, furniture, small engine, TV repair	One space for each <u>300 s.f. sq. ft. of gfa</u> <u>GFA</u>
Insurance agents, brokers and service agencies	One space for each 200 s.f. of gfa
Liquor store	One space for each 300 s.f. of gfa <u>2.98 spaces per</u> <u>1,000 sq. ft. of GFA</u>
Lumber <u>Yard/Building Materials</u> yard	One space for each <u>400 s.f. sq. ft. of gfa</u> <u>GFA</u> of structure and storage area
Nursery	One space for each <u>400 s.f. sq. ft. of structure and permanent</u> outside display <u>outside display</u> and sales area
Medical: and dental <u>Dental laboratories</u> <u>Laboratories,</u> and offices <u>Offices, clinics</u>	One space for each 200 s.f. of gfa <u>3.20 spaces per</u> <u>1,000 sq. ft. of GFA</u>
<u>Medical: Surgery Center</u>	<u>5.67 per operating room</u>
<u>Medical: Clinics</u>	<u>4.94 spaces per 1,000 sq. ft. of GFA</u>
Motels and hotels	One space for each guest room <u>0.71 spaces per room</u>
Multiple use <u>Use center</u> <u>Shopping Center: Two or more structures or uses within an single-building with shared parking:</u> Less than 4,000 s.f. of gfa	One space for each 300 s.f. of gfa <u>4.67 spaces per</u> <u>1,000 sq. ft. of GFA</u>
4,001 to 10,000 s.f. of gfa	One space for each 250 s.f. of gfa

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1	
Activity	Parking Standards
10,001 to 25,000 s.f. of gfa	One space for each 200 s.f. of gfa
Greater than 25,000 s.f. of gfa	Three space for each 1,000 s.f. of gfa
Multiple use center: Two or more structures with shared parking: Less than 4,000 s.f. of gfa	One space for each 300 s.f. of gfa
4,001 to 10,000 s.f. of gfa	One space for each 250 s.f. of gfa
10,001 to 25,000 s.f. of gfa	One space for each 200 s.f. of gfa
Greater than 25,000 s.f. of gfa	Three space for each 1,000 s.f. of gfa
<u>Office Supply Store</u>	<u>0.61 spaces per 1,000 sq. ft. of GFA</u>
<u>Paint, glass and wallpaper store</u>	<u>One space for each 400 s.f.sq. ft. of gfaGFA</u>
<u>Pet Supply Store</u>	<u>1.17 spaces per 1,000 sq. ft. of GFA</u>
<u>Post Office</u>	<u>33.20 spaces per 1,000 sq. ft. of GFA and 2.01 spaces per employee</u>
<u>Professional office building for accountants, attorneys, engineers, attorneys, engineers, government, etc.</u>	<u>One space for each 200 s.f. of gfa4.15spaces per 1,000 sq. ft. of GFA</u>
<u>Radio/TV studios Studios and offices Offices</u>	<u>One space for each 300 s.f.sq. ft. of gfaGFA</u>
<u>Real estate Estate office Office</u>	<u>One space for each 200 s.f.sq. ft. of gfaGFA</u>
<u>Residential miniMini-storage Storage</u>	<u>One space for each 300 s.f.sq. ft. of gfaGFA of office space</u>
<u>Restaurant, cafeCafe, (sit down) drive-in eating establishment</u>	<u>One space for each 50 s.f. of indoor public floor area plus one space for each 200 s.f. of outdoor public eating area16.41 spaces per 1,000 sq. ft. of GFA</u>
<u>Restaurant Fast-Food (without drive-through window)</u>	<u>12.40 spaces per 1,000 sq. ft. of GFA</u>
<u>Restaurant Fast-Food (with drive-through window)</u>	<u>9.98 spaces per 1,000 sq. ft. of GFA</u>

City of Selah Zoning Ordinance, Title 10, Chapter34, Table 34-1	
Activity	Parking Standards
Retail service establishments listed or not listed in Chapter10.28, Table A but not listed in this table	One space for each 300 <u>s.f.sq. ft. of gfaGFA</u>
Retail trade establishments listed in or not listed in Chapter10.28, Table A but not listed in this table	
Less than 4,000 <u>s.f.sq. ft. of gfaGFA</u>	One space for each 300 <u>s.f.sq. ft. of gfaGFA</u>
4,001 to 10,000 <u>s.f.sq. ft. of gfaGFA</u>	One space for each 350 <u>s.f.sq. ft. of gfaGFA</u>
10,001 to 25,000 <u>s.f.sq. ft. of gfaGFA</u>	One space for each 400 <u>s.f.sq. ft. of gfaGFA</u>
Greater than 25,000 <u>s.f.sq. ft. of gfaGFA</u>	Three space for each 1,000 <u>s.f.sq. ft. of gfaGFA</u>
<u>Service Station with or without Convenience Marketstation-</u>	Two spaces per working/service area, including bays <u>0.75 spaces per fueling position</u>
Shoe sales, repair or shine	One space for each 300 <u>s.f.sq. ft. of gfaGFA</u>
<u>Supermarket</u>	<u>3.92 spaces per 1,000 sq. ft. of GFA</u>
Tavern, bar, dine-drink-dance establishments	One space for each 75 <u>s.f.sq. ft. of gfaGFA</u>
<u>Toy/ Children's Store</u>	<u>1.94 spaces per 1,000 sq. ft. of GFA</u>
Waste material processing and junk handling	One space for each 500 <u>s.f.sq. ft. of gfaGFA</u>
Transportation	
Bus terminal, dispatch office, storage and maintenance facility	One space for each 500 <u>s.f.sq. ft. of gfaGFA</u>
Air, rail and truck terminal	One space for each 300 <u>s.f.sq. ft. of gfaGFA</u>
Taxicab terminal, dispatch office, storage and maintenancefacility <u>maintenance facility</u>	One space for each 300 <u>s.f.sq. ft. of gfaGFA</u>
Utilities	
Utility services	One space for each 800 <u>s.f.sq. ft. of gfaGFA</u>

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1	
Activity	Parking Standards
Wholesale Trade	
<u>Warehousing</u>	0.51 spaces per 1,000 sq. ft. of GFA
Wholesale trade /warehouses	Two space for first 1,000 s.f. sq. ft. of gfa GFA plus one space foreach for each additional 3000 s.f. sq. ft. of gfa GFA
Residential mini-storage	See residential mini-storage under retail and service category

Abbreviations/Symbols: ~~gfa~~GFA – Gross Floor Area ~~s.f.~~sq. ft. – Square Feet

(Ord. 1634 § 139, 2004.)

The Selah Municipal Code is current through Ordinance 2012, passed January 10, 2017.

Disclaimer: The finance department has the official version of the Selah Municipal Code. Users should contact the finance department for ordinances passed subsequent to the ordinance cited above.

[City Website: selahwa.gov](http://selahwa.gov)

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Appendix A TO CHS. 10.02 THROUGH 10.48

Purpose.

This appendix provides definitions for terms, phrases, words and their derivatives used in this title. Where any of these definitions conflict with definitions used in other titles of the Municipal Code the definitions in this appendix shall prevail for the purpose of this title. Where terms are not defined they shall have the ordinary accepted meaning within the context with which they are used. Where an activity or land use could fall under two or more definitions the more specific shall apply. Webster's Third New International, 1993 (unabridged), shall be the source for ordinary accepted meaning and for the definition of words not defined in this title. Specific examples are included as illustrations but are not intended to restrict a more general definition. (Ord. 1634 § 191, 2004.)

Definitions

A.

"Abut" means to physically touch or border upon or to share a common property line.

"Access" means a legally available and physically practical area for the perpetual use of motor vehicle ingress and egress to a lot. In determining practicality, the topography, drainage, potential for erosion, underlying ownership and other factors may be considered.

"Access driveway" means an entrance roadway from an access easement, alley, dedicated right-of-way, or street to a lot or to a parking facility.

"Access easement" means any private easement for the purpose of ingress and egress that is not dedicated to the public and that is owned by the underlying owners of the land over which it crosses.

"Accessory apartment" means a second dwelling unit not to exceed eight hundred square feet, created within an owner-occupied, site-built single-family dwelling or its accessory garage, for use as an independent or semi-independent unit with provisions for cooking, eating, sanitation and sleeping.

"Accessory single-family dwelling" means a second single-family dwelling whose use is associated with but incidental and subordinate to the principal dwelling on the property.

"Accessory structure, use or building" means a building, part of a building or structure, or a use which is ancillary to the operation or enjoyment of a lawful use, and the use of which is incidental to, that of the primary building, structure or use on the same lot.

"Adequate capital facilities" means facilities which have the capacity to serve development without decreasing levels of service below locally established minimums.

"Administrative adjustment" means a change, either an increase or decrease or modification of one or more standards established in this title by the administrative official.

"Administrative office building" means a building housing one or more tenants and is the location where affairs of a business, commercial or industrial organization, professional person or firm are conducted. The building may be limited to one tenant, either the owner or lessee, or contain a mixture of tenants including professional services, insurance companies, investment brokers, and company headquarters. Services such as a bank or savings and loan, a restaurant or cafeteria, miscellaneous retail facilities, and fitness facilities for building tenants may also be included.

"Administrative official" means the duly elected mayor of the city of Selah or the mayor's designee. Synonymous with "administrator."

"Adult business" means any of the following:

(1) "Adult cabaret" means an establishment as defined in and regulated under Selah Municipal Code, Chapter 6.64.

(2) "Adult services establishment" means and shall include the following:

(A) "Adult bathhouse" means any commercial bathhouse that excludes any person on the basis of age from all or any portion of the premises;

(B) "Adult massage parlor" means any commercial establishment in which massage or other touching of the human body is provided and where any person on the basis of age is excluded from all or any portion of the premises; and

(C) "Adult sauna parlor" means any commercial sauna that excludes any person on the basis of age from all or any portion of the premises.

(3) "Adult theater establishment" means and shall include the following:

- (A) "Adult motion picture theater" means a building, enclosure, or portion thereof (no matter how small) used for presenting material distinguished or characterized by an emphasis on matters depicting, describing, or relating to "specified sexual activities" or "specified anatomical areas," as defined in subsection (5), for observation by members of the public therein;
- (B) "Adult panoram" means any commercial establishment as defined in and regulated under Selah Municipal Code, Chapter [6.66](#);
- (4) "Adult retail establishment" means and shall include the following:
- (A) "Adult retail store" means any commercial or retail establishment in which a substantial portion of its "stock in trade," as defined in subsection (6), consists of merchandise distinguished or characterized by an emphasis on or simulation of "specified sexual activities" or "specified anatomical areas," as defined in subsection (5), and/or any person is excluded on the basis of age from all or any portion of the premises;
- (B) "Adult video store" means any commercial or retail establishment in which a substantial portion of its "stock in trade," as defined in subsection (6), consists of prerecorded video tapes, discs or similar material is distinguished by or characterized by an emphasis on matters depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," as defined in subsection (5), and/or any person is excluded on the basis of age from all or any portion of the premises.
- (5) *Specified Anatomical Area and Specified Sexual Activity.* For purposes of these definitions "specified anatomical area" and "specified sexual activity" shall mean as follows:
- (A) "Specified anatomical area" means:
- (i) Less than completely and opaquely covered human genital, pubic region, buttock, or female breast below the point immediately above the top of the areola;
 - (ii) Human male genitals in a discernibly turgid state even if completely or opaquely covered.
- (B) "Specified sexual activities" means:
- (i) Acts of human masturbation, sexual intercourse or sodomy; or
 - (ii) Fondling or other erotic touching of human genitals, pubic region, buttock or female breast; or

(iii) Human genitals in a state of sexual stimulation or arousal.

(6) *Stock in Trade*. For purposes these definitions "Stock in trade" means the dollar value of all merchandise available for purchase, rental, viewing or use by patrons of the establishment or the total volume of shelf space and/or display area in those areas of the establishment open to the public.

Adult Daycare Center/Adult Family Home. See "Family home services."

"Agricultural building" means a structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other agricultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public.

"Agricultural land" means land primarily or historically devoted to the commercial production of horticultural, agronomic, or specialty crops, as well as apiary and animal production.

"Agricultural market" means a use primarily engaged in the retail sale of fresh agricultural products, grown either on or off-site, but may include as incidental and accessory to the principal use, the sale of factory sealed or prepackaged food products and some limited nonfood items. This definition does not include the sale of livestock.

"Agricultural product support" means a business that provides a product or service intended for use in the processing, storage, preservation, or distribution of agricultural commodities. This definition does not include agricultural processing, storage, preservation, distribution, and related uses.

"Agricultural service establishment" means those uses specifically engaged in performing agricultural or horticultural services on a fee or contract basis, including but not limited to the following:

- (1) Crop dusting and spraying services;
- (2) Harvesting and plowing services;
- (3) Agricultural land grading services;
- (4) Farm equipment service and repair;
- (5) Large animal veterinary services;
- (6) Agricultural fertilizer and chemical product application services.

"Agricultural stand" means a structure, or portion thereof, up to one thousand square feet in area used for the retail sale of agricultural and related incidental products, excluding livestock.

"Agriculturally related industry" means those industrial uses directly related to the packaging, processing, storage, or physical or chemical alteration of the agricultural product. Such industries include, but are not limited to: cold storage plants, controlled atmosphere, produce packing and processing facilities, wineries and their accessory uses such as tasting and sales rooms.

"Agriculture" means the tilling of the soil, the raising of crops, horticulture, viticulture, floriculture, apiary, livestock farming, dairying, animal feeding operations, animal husbandry, composting associated with the primary agricultural use, land application of soil amendments or agricultural waste at agronomic rates, and farm oriented storage for commercial value. Synonymous with farming or ranching.

"Airport or landing field" means any landing area, runway or other facility designed, used or intended to be used for the landing and taking off of aircraft, including aircraft storage, hangars and other appurtenant buildings and open spaces. Airport or landing field is further defined as follows:

- (1) *Personal Use Landing Field.* A landing field or heliport with not more than two based aircraft used for agricultural crop dusting of the owners or tenants property only, or the personal use of the owner or tenant of the site, with no commercial operations.
- (2) *Restricted Use Landing Field.* A landing field or heliport with exclusive rights of use reserved to the owner for personal or commercial use. This shall include owners or tenants of a planned development zoning district, industry or institution.
- (3) *Public Use Landing Field.* Any landing field, airport, heliport or helipad available for public use.

"Alley" means a public thoroughfare or way having a width of not more than twenty feet which affords only a secondary means of access to abutting property.

"Amendment" means a change in the wording, context or substance of this title, or change in the zoning district boundaries on the official zoning map, which map is a part of this title.

"Amusement park" means a permanent outdoor facility, which may include structures and buildings, where there are various devices for entertainment, including rides, booths for the conduct of games or the sale of items, and buildings for shows and entertainment.

"Animal clinic/hospital" means a structure used for veterinary care of sick or injured animals. The boarding of animals is limited to short-term care and is accessory to the principal use. This definition does not include kennels.

"Animal feeding operation (AFO)" means a lot or facility where animals have been, are, or will be stabled or confined and fed or maintained for a total of forty-five days or more in any twelve month period; and where crops, vegetation forage growth, or post-harvest residues are not sustained over any portion of the lot or facility in the normal growing season, and as further defined in the Code of Federal Regulations (CFR, currently [40 CFR 122](#)).

"Antenna" means any system of poles, panels, rods, reflecting discs or similar devices used for the transmission or reception of communication signals including:

- (1) Omni-directional antenna (also known as a "whip" antenna) transmits and receives communication signals in a three hundred sixty degree radial pattern. For the purpose of this title an omni-directional antenna is up to fifteen feet in height and up to four inches in diameter.
- (2) Directional antenna (also known as a "panel" antenna) transmits and receives communication signals in a specific directional pattern of less than three hundred sixty degrees.
- (3) Parabolic antenna (also known as a "dish" antenna) is a bowl-shaped device for the transmission and/or reception of communication signals in a specific directional pattern.

"Antique store" means an establishment offering for sale articles such as glass, china, furniture, or similar furnishings and decorations which have intrinsic value and significance as a result of age (generally fifty years or older), design or sentiment.

"Apartment" means a room or suite of two or more rooms in a multifamily dwelling, occupied or suitable for occupancy as a residence for one family. This definition does not include "Accessory apartments."

"Appeal" means a request for review of a administrative official's decision, determination, order or interpretation of any provisions of this title.

"Applicant" means a person, party, firm, corporation, or other legal entity that submits an application for any permit or approval required by this title and who is the owner of the subject property or the authorized agent of the owner.

"Aquaculture" means keeping or raising aquatic plants or animals including, but not limited to, fish hatcheries and fish farms. This definition excludes commercial aquaculture processing, packing and storage plants. When aquaculture is clearly accessory to other land uses such as raising fish on the same site in conjunction with recreational uses, or for personal, noncommercial purposes, it shall be subject to zoning ordinance requirements for the principal use. Commercial aquaculture processing, packing and storage may be considered, where appropriate, under other commercial or industrial categories.

"Athletic Club" means a privately owned facility that offers comprehensive athletic facilities. These facilities typically have one or more of the following: tennis, racquetball, squash, handball, basketball and volleyball courts; swimming pools; whirlpools; saunas; spas; exercise and weight rooms. They often offer diverse, competitive team sport activities and social facilities. These facilities are membership clubs that may allow access to the public for a fee.

"Automobile, truck, mobile/manufactured home and recreational vehicle sales area" means a covered or uncovered place used for display, sale or rental of new or used automobiles, trucks, mobile/manufactured homes and recreational vehicles.

"Automobile wrecking, dismantling, salvage or junk yard" means a place used for the storage and/or sale of used automobile parts or other salvage materials and for the storage, dismantling, sorting, cleaning, or baling of wrecked automobiles, trucks, trailers, machinery and other discarded or salvage materials.

"Automotive impound yard" means an area within which is stored new and used or damaged cars, trucks, motor homes, trailers (other than manufactured/ mobile homes) and other motor vehicles for up to sixty days for any one vehicle until reclaimed by the owner or sold at public auction.

Automotive Service Station. See "Service station." (Ord. 1634 § 193, 2004.)

B.

"Bed and breakfast inn" means a residential structure providing individuals with lodging and meals for not more than fifteen days and containing not more than five guest rooms used to provide temporary travelers' accommodations and meals for a fee.

"Beverage industries" means the production, processing, and/or packaging of milk, soft drinks, beer, wine, fruit juices and other drinks.

Bingo Parlor. See "Game room."

"Block" means all property fronting upon one side of a street between intersecting and intercepting streets, or between a street and a railroad right-of-way, water way, terminus or dead-end street, or city boundary. An intercepting street shall determine only the boundary of the block on the side of the street which it intercepts.

"Boarding or lodging house" means one or more buildings with not more than five guest rooms where lodging and meals may be provided for compensation for not more than ten persons, but shall not include apartments, family home services, health care facilities, daycare centers, residential care facilities. Any number of guest rooms over five shall be considered an overnight lodging facility.

Building. See "Structure."

"Building area" means the three dimensional space within which a structure is permitted to be built on a lot and which is defined by maximum height regulations, yard setbacks and maximum lot coverage.

"Building height" means the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following, whichever yields a greater height of building:

- (1) The elevation of the highest adjoining sidewalk or finished ground surface within a five foot horizontal distance of the exterior wall of the building when such sidewalk or finished ground surface is not more than ten feet above the lowest finished grade;
- (2) An elevation ten feet higher than the lowest finished grade when the highest sidewalk or finished ground surface described in Item 1 above is more than ten feet above the lowest finished grade. The height of a stepped or terraced building is the maximum height of any segment of the building.

"Building official" means the city administrator and/or his designee. (Ord. 1879 § 1, 2012; Ord. 1634 § 194, 2004.)

C.

"Campground" means an area or tract of land upon which two or more campsites are located, established or maintained for occupancy by individuals using tents, or camping quarters other than recreational vehicles as temporary living quarters for recreation, education or vacation purposes.

"Campground/Recreational Vehicle park" means an area or tract of land upon which two or more campsites are located, established or maintained for occupancy by individuals using tents, camping or recreational vehicles, as temporary living quarters for recreation, education or vacation purposes.

"Camping or recreational vehicle" means vacation trailer, park trailer, fifth-wheel, self propelled vehicle or structure equipped with wheels for highway use which is designed for human occupancy and is used for temporary, recreational or emergency purposes, but not for residential purposes. The vehicle may be equipped with plumbing, including sink and/or toilet.

Card Room. See "Game room."

"Change of use" means a change of use from one use listed in Chapter [28](#), Table A to another use listed in that table.

"Class 1 uses" means those uses set forth and defined in the text and tables of this title and are permitted on any site in a zoning district provided the district standards are met. The building official shall review Class 1 uses for compliance with the provisions and standards of the zoning district. In some cases Class 1 uses may require review by the administrative official.

"Class 2 uses" means those uses set forth and defined in the text and tables of this title and are generally permitted. However, site plan review by the administrative official is required in order to promote compatibility with the intent and character of the zoning district and the objectives of the Selah Urban Growth Area Comprehensive Plan.

"Class 3 uses" means those uses set forth and defined in the text and tables of this title and are generally incompatible with their neighbors because of their size, emissions, traffic generation or for other reasons. However, they may be compatible with other uses in the zoning district if they are properly sited and designed. Class 3 uses may be recommended for approval by the planning commission and approved by the legislative authority when it is determined, after a public hearing, that difficulties related to compatibility, the provision of public services, and the objectives of the Selah Urban Growth Area Comprehensive Plan have been adequately resolved.

Class 1, 2 or 3 Uses, Approved. "Approved Class 1, Class 2 or Class 3 uses" means any use or development approved upon completion of Class 1, 2 or 3 review.

Class 1, 2 or 3 Uses, or Development, Existing. "Existing Class 1, Class 2 or Class 3 uses or development" means any use or development legally existing or legally established prior to the effective date of this title and has been or would be classified under Chapter [10.28](#) of this title as a Class 1, 2 or 3 use in a particular zoning district even though the use has not been reviewed as a Class 1, 2 or 3 use and may not conform to the standards of this title.

Closed Record Appeal. See Title [21](#), Chapter [21.01](#).

"Cluster development" means the arrangement or grouping of lots on some portions of the property to preserve the remainder for either: future infill development; open space and other amenities

associated with the property. Development could include zero lot lines, common wall construction, private interior streets, shared site amenities such as off-street parking, access drives, open space and recreational facilities, and individual or multiple unit dwelling structures.

"Commercial services" means technical services and specialized care services such as lawn and garden care and delivery services, except as otherwise regulated.

"Communication tower" means a structure upon which can be mounted a pole, mast, whip, antenna, or any combination thereof used for radio, television, cellular or microwave telecommunications, broadcast transmission, or line-of-sight relay.

"Community center" means a facility owned and operated by a public agency or nonprofit corporation, provided the principal use of the facility is for public assistance, community improvement, or public assembly.

"Community Center Recreational" means a recreational community center that is a stand-alone public facility similar to and including YMCAs. These facilities often include classes and clubs for adults and children; a daycare or nursery school; meeting rooms; swimming pools and whirlpools; saunas; tennis, racquetball, handball, basketball and volley ball courts; outdoor athletic field/courts; exercise classes; weightlifting and gymnastics equipment; locker rooms; and a restaurant or snack bar. Public access is typically allowed but a fee may be charged.

"Compatibility" means the characteristics of different uses or development that permit the uses to be located near each other in harmony.

"Comprehensive plan" means the adopted city of Selah Urban Growth Area Comprehensive Plan as it now exists or may hereinafter be amended.

"Concentrated animal feeding operation" means a structure or pens for the concentrated feeding or holding of animals or poultry, including, but not limited to, horses, cattle, sheep or swine. This definition includes dairy confinement areas, slaughterhouses, shipping terminal holding pens, poultry and/or egg production facilities and fur farms, but does not include animal husbandry.

"Converted dwelling" means a structure, which, due to interior alterations, has been modified to increase the number of individual dwelling units. This definition does not apply to multifamily structures constructed under the provisions of this title.

"Convenience storeMarket" means a building not greater than four thousand square feet, which is used for retail sales of packaged or prepared food, beverages, lottery tickets, tobacco products, and limited stock of groceries or similar products for the traveling public or neighborhood residents. May include automotive fuel dispensing services open 24 hours per day, and sells convenience foods.

newspapers, magazines and often beer and wine; they do not have gasoline pumps (see ITE Parking Generation Manual for definition of Convenience Market with gasoline pumps).

"Crisis residential facility" means a protective residential facility operated to provide secure or semi-secure temporary shelter for children under the age of eighteen years.

"Critical slope" means area(s) of land where the slope is twenty-five percent or greater. This slope is calculated as a percentage by measuring the vertical rise over any forty foot horizontal run for a specific area that results in a percentage of twenty-five percent or more. The critical slope hazard area includes the area of land that extends for ten feet beyond the top and/or toe of the slope. (Ord. 1634 § 195, 2004.)

D.

"Dangerous waste" means those solid wastes designated in WAC [173-303-070](#) through [173-303-103](#) as dangerous or extremely hazardous waste.

Daycare Center, Child. "Child daycare center" means any preschool, day nursery, nursery school, child home-based daycare nursery or other building or premises regularly used for the daycare of a group of children for periods of less than twenty-four hours, apart from their parents or guardians, governed by the state daycare center licensing provisions and conducted in accordance with state requirements.

"Density" means the method of describing the intensity of development patterns typically measured in dwelling units per acre. Gross density includes the entire property, whereas net density refers to the land available for development (e.g., less roads).

"Discount Club" means a store or warehouse where shoppers pay a membership fee in order to take advantage of discounted prices on a wide variety of items such as food, clothing, tires and appliances; many items are sold in large quantities or in bulk.

"Dwelling" means a building, structure or portion thereof designed exclusively for residential purposes, including residential use and occupancy by persons with handicaps.

Dwelling, Multifamily. "Multifamily dwelling" means a building or portion thereof, designed for occupancy by three or more families living independently of each other, and containing three or more dwelling units. Also see "Apartment."

Dwelling, Single-Family. "Single-family dwelling" means a structure designed exclusively for occupancy by one family and containing no more than one dwelling unit. This definition includes manufactured, and modular homes. Also see "Modular home."

Dwelling, Two-Family. "Two-family dwelling" means a building designed exclusively for occupancy by two families living independently of each other, and containing two dwelling units. Such definition also includes the term duplex."

"Dwelling unit" means one or more rooms in a dwelling designed for occupancy by one family for living or sleeping purposes, and having only one kitchen. (Ord. 2018 § 2, 2017; Ord. 1634 § 196, 2004.)

E.

"Educational facility" means schools, business schools, trade schools.

"Electric vehicle battery charging station" means an electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meet or exceed any standards, codes, and regulations set forth by Chapter [19.28](#) RCW and consistent with rules adopted under RCW [19.27.540](#).

"Especially sensitive land uses" means those uses which are, by their nature, especially sensitive to farm, forest or mineral resource operations and management practices. These land uses include dwellings; schools; family home services such as adult daycare homes and child daycare facilities; health care facilities such as hospitals, clinics and convalescent care facilities; outdoor recreational facilities and similar uses. (Ord. 2018 § 2, 2017; Ord. 1634 § 197, 2004.)

F.

"Family" means an individual, or two or more persons related by blood, marriage or adoption or a group of not more than five persons, excluding servants, who are not related by blood, marriage or adoption, living together in a dwelling unit.

"Family home services" means and includes the following:

- (1) "Adult daycare home" means a regular family abode of a person or persons providing personal care, or special care for less than twenty-four hours to more than one but not more than six adults who are not related by blood or marriage to the person(s) providing the services.
- (2) "Adult family home" means a regular family abode of a person or persons providing personal care, or special care, room and board to more than one but not more than six adults who are not related by blood or marriage to the person(s) providing the services.
- (3) "Family daycare providers" means a licensed child care provider who regularly provides early childhood education and early learning services for less than twenty-four hours, for not more than twelve children in the family living quarters, including children who reside at the home.
- (4) "Foster family home" means a dwelling unit in which foster care is provided on a twenty-four-hour basis for not more than six unrelated children, expectant mothers or persons with developmental disabilities in the family abode of the person or persons under whose direct care and supervision the child, expectant mother or disabled person is placed as part of the family, and the dwelling unit is governed by the state foster care home licensing provisions and conducted in accordance with state requirements.
- (5) *Group Care Facility, Small.* "Small group care facility" means a facility for handicapped, physically disabled or developmentally disabled adults, or dependent or pre-delinquent children, plus house parents, providing facilities residentially oriented in a home-like environment directed to allow a degree of community participation and human dignity not provided in an institutional atmosphere for only six or fewer such persons, plus house parents. Does not include "halfway house."
- (6) "Halfway house" means a home for juvenile delinquents, adult offenders, those leaving correctional and/or mental institutions, or a rehabilitation center for alcohol and/or drug users providing residentially oriented facilities which allow rehabilitation or social adjustment for persons who are in need for supervision or assistance in becoming socially reoriented but not in need of institutional care. Such facility provides a reintroduction of residents into a normal community life by providing a stable living situation rather than incarceration or a reintroduction without home, job or social reinforcement. Does not include a state licensed crisis residential facility as that term is used by statute.
- (7) *Licensed Boarding Home, Small.* "Small licensed boarding home" means any home or other institution however named which is advertised, announced or maintained for the express or implied purpose of providing domiciliary assisted living services and enhanced adult residential care to three to six aged persons not related by blood or marriage.

(8) "Safe/shelter home" means a place of temporary refuge (e.g. shelter) which includes access to adequate food and clothing offered on a twenty-four hour, seven day-per-week basis to victims of domestic violence and their children. A safe home is a component of or has a working agreement with a domestic violence service for up to two lodging units. A shelter home includes three or more lodging units.

Feedlot. See "Animal feeding operation (AFO)."

"Flea market" means an occasional or periodic market usually held in an open area, but which may be held indoors, where an individual or groups of individual sellers offer goods for sale to the public. A key element to flea markets is that there are no long-term leases between the sellers and operators and that often the sellers use their own vehicles for display or set up temporary tables or booths for their wares. (See "Yard sale")

"Floriculture" means the cultivation and management of ornamental and especially flowering plants.

"Fraternal organizations, lodges and clubs" means a group of people formally organized for a common interest, usually cultural, religious, or entertainment, with regular meetings, rituals, and informal written membership requirements. May include eating facilities or meeting or reception halls. (Ord. 2018 § 2, 2017; Ord. 1634 § 198, 2004.)

G.

"Game room" means a commercial facility, or a portion thereof, open to the general public, in which card games, pool, electronic games, bingo, etc., are played.

Garage. See "Parking facility."

Garage Sale. See "Yard sale."

"General Retail Sales (not otherwise regulated)" means land uses as specified below, but are not limited to, and uses which meet the definition of retail trade.

<u>Addressing, mailing, and stenographic services</u>	<u>Toy and hobby stores</u>
<u>Antique stores</u>	<u>Jewelry, watches, silverware sales and repair</u>
<u>Artist's supplies</u>	<u>Music stores/instrument sales and repair</u>
<u>Bakeries</u>	<u>Secondhand stores</u>
<u>Book stores</u>	<u>Paint, glass and wallpaper stores</u>

<u>Stationery and office supplies</u>	<u>Pet stores and supplies/grooming</u>
<u>Camera and photographic supplies</u>	<u>Printing, photo copy service</u>
<u>Clothing, shoes, and accessories</u>	<u>Sporting goods and bicycle shops</u>
<u>Computer and electronic stores</u>	<u>Video sales/rental</u>
<u>Collectables (cards, coins, comics, stamps, etc.)</u>	<u>Gift shops</u>
<u>Department stores</u>	<u>Discount store</u>
<u>Drug stores and pharmacies</u>	<u>Variety store</u>
<u>Fabric and sewing supplies</u>	<u>Specialty shops</u>
<u>Florist (indoor sales only)</u>	<u>Small appliances</u>
<u>Specialty food stores</u>	<u>TVs, business machines, etc., sales</u>

"Gross floor area" means the total square footage of all floors in a structure as measured from the interior surface of each exterior wall of the structure, and including halls, lobbies, enclosed porches and fully enclosed recreational areas and balconies, but excluding stairways, elevator shafts, attic space, mechanical rooms, uncovered steps and fire escapes, private garages, carports, and off-street parking and loading areas. Storage areas are included in gross floor area.

"Gross leasable area" means the total floor area designed for tenant occupancy and exclusive use. The area of tenant occupancy is measured from the inside wall or building partition wall to the inside of the opposing wall. All tenant areas, including areas used for storage, but excluding mechanical equipment rooms, shall be included in calculating gross leasable area.

Group Home. See "Family home services." (Ord. 1634 § 199, 2004.)

H.

Halfway House. See "Family home services."

"Hazardous waste" means and includes all dangerous and extremely hazardous waste, including petroleum-contaminated soils. Hazardous waste management, treatment or storage facilities, whether on or off-site, are subject to the requirements of RCW Chapter [70.105](#) and the state siting criteria adopted pursuant to statute.

- (1) *Generator*. "Hazardous waste generator" means any person or site whose act or process produces dangerous waste or whose act or process first causes a dangerous waste to become subject to the Dangerous Waste Regulations, Chapter [173-303](#) WAC.
- (2) "Off-site" means hazardous waste treatment and storage facilities that treat and store waste from generators on properties other than those on which the off-site facilities are located.
- (3) "On-site" means hazardous waste treatment and storage facilities that treat and store waste generated on the same site.
- (4) "Storage" means the holding of dangerous waste for a temporary period. Accumulation of dangerous waste by the generator on the site of generation is not storage as long as the generator complies with the applicable requirements of WAC [173-303-200](#) and [173-303-201](#).
- (5) "Treatment" means the physical, chemical, or biological processing of dangerous wastes to make such waste nondangerous or less dangerous, safer for transport, amenable for energy or material resource recovery, amenable for storage, or reduced in volume.

"Health care facilities" means and includes the terms alcoholism/substance abuse treatment facility, hospice, hospital, psychiatric hospital, convalescent or nursing home ambulatory surgical facility, and sanitarium. Several are further defined as follows:

- (1) "Alcoholism/substance abuse treatment facility" means a private place or establishment, other than a hospital, licensed by the state and operated primarily for the inpatient treatment of alcoholism and other substance abuse problems. May include outpatient treatment.
- (2) "Convalescent or nursing home" means any home, place or institution which operates or maintains facilities providing convalescent or chronic care, or both, for a period in excess of twenty-four consecutive hours, to persons whom by reason of illness or infirmity are unable to properly care for themselves.
- (3) "Hospice care" means palliative care provided to a terminally ill person in a place of temporary or permanent residence that alleviates physical symptoms, including pain, as well as alleviates the emotional and spiritual discomfort associated with dying.
- (4) "Hospital" means an institution specializing in giving clinical, temporary, and emergency services of a medical or surgical nature to human patients and injured persons and licensed by state law to provide facilities and services in surgery and obstetrics and general medical practice.

(5) *Sanitarium*. "Sanitarium or sanatorium" means a health station or retreat or other place where resident patients are kept, and which specializes in giving clinical, temporary and emergency services of a medical or surgical nature to patients and injured persons and is licensed by state agencies under provision of law to provide facilities and services in surgery, obstetrics and general medical practice as distinguished from treatment of mental and nervous disorders.

~~"Health/club/racquet club Fitness Club" means privately owned facilities with tennis courts, swimming pools, racquetball courts, handball courts, other minor gymnastic facilities. Features exercise, sports, and other active physical conditioning, as well as a broader range of services such as juice bar and meeting rooms~~ a privately owned facility that primarily focuses on individual fitness or training. Typically, they provide exercise classes; weightlifting, fitness and gymnastics equipment; spas; locker rooms; and small restaurants or snack bars. This land use may also include ancillary and limited retail. These facilities are membership clubs that may allow access to the public for a fee.

"Hearing examiner" means the duly appointed city of Selah hearing examiner, or hearing examiner pro-tem.

"Heavy equipment" means self-powered, self-propelled or towed mechanical devices, equipment and vehicles of the nature customarily used for commercial purposes such as a tandem axle truck, grader, backhoe, tractor trailer, crane and lift but excluding automobiles, recreational vehicles and boats and their trailers.

"Heavy equipment storage area" means a place where two or more operable heavy equipment are stored.

"Homeowners association" means a community association, other than a condominium association, in which individual owners share ownership or maintenance responsibilities for open space or other facilities.

"Home occupation" means the accessory use of a dwelling or an on-site accessory building for a business. Home occupations are further categorized as:

- (1) "Minor home occupation" means any occupation which is clearly secondary to the main use of the premises as a dwelling place, and does not change the character thereof or have any exterior evidence of such secondary use (e.g., outward physical appearance, storage of materials, supplies or vehicles, noise, electrical interference) other than signing as permitted in the zoning district in which it is situated. Minor home occupations are conducted within the dwelling and/or an on-site accessory building, the only employees are members of the family

residing in the dwelling; there is no customer traffic to the dwelling; and the home occupation excludes all manufacturing, assembly and/or repair operations.

(2) "Major home occupation" means any occupation which is clearly secondary to the main use of the premises as a dwelling place, and does not change the character thereof or have any exterior evidence of such secondary use (e.g., outward physical appearance, outdoor storage of materials, supplies or vehicles, noise, electrical interference, lighting, vibrations) other than signing as permitted in the zoning district in which it is situated. Major home occupations may be conducted within the dwelling and/or an on-site accessory building by members of a family residing in the dwelling, may include nonresident employees; may attract customer traffic; and may include on-site services, sales, manufacturing, assembly and/or repair operations.

Hotel. See "Overnight lodging facility." (Ord. 1634 § 200, 2004.)

I.

"Impervious surface" means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water. It includes most conventionally surfaced streets, roofs, sidewalks, driveways, parking lots, patios and other similar structures.

"Industrial uses" means activities predominately connected with manufacturing, assembly, processing, or storage of products.

"Intensity" means the combination of factors (such as visual appearance and building size, traffic generation, noise, dust and light and economic value) associated with a particular use that determines the potential impact of that use on neighboring land uses. The higher the intensity the greater the possible impact on neighboring land uses. Generally the intensity of a land use will determine its compatibility with other types of land uses.

"Irrigation and/or drainage facilities" means all irrigation and/or drainage structures, including, but not limited to, standpipes, weir boxes, pipelines, ditches, pump houses, culverts, etc. (Ord. 1634 § 201, 2004.)

K.

"Kennel" means a structure, enclosure or portion of any premises in or at which dogs, cats or other domesticated animals are boarded or kept for hire, or in or at which dogs, cats or other domesticated animals are kept or maintained by any person other than the owner thereof, or in or at which six or more cats and four or more dogs over the age of four months are kept or maintained. This definition shall include boarding kennels but not animals kept in pet shops or animal hospitals. (Ord. 1634 § 202, 2004.)

L.

"Landscaping" means the arrangement and planting of trees, grass, ground cover, shrubs, flowers, landscaping, and the placement of site screening, pedestrian or bicycle pathways to achieve functional and/or aesthetic enhancement of a site.

"Land use" means the manner in which land and/or structures are used.

"Legislative authority" means the city council of the city of Selah.

"Livestock" means horses, cattle, goats, chickens, ducks, geese, pigs, rabbits, sheep, mink or other animals normally considered "livestock."

"Lot" means a fractional part of subdivided lands having fixed boundaries, being of sufficient area and dimension to meet minimum zoning requirements for width and area. The term shall include "tracts" or "parcels."

Lot, Corner. "Corner lot" means a lot situated at the intersection of two or more streets, provided the angle of the intersection of the street margins does not exceed one hundred thirty-five degrees.

Lot, Inside or Interior. "Inside or interior lot" means a lot other than a corner lot.

Lot, Through. "Through lot" means an interior lot having frontage on two streets.

"Lot area" means the total horizontal area within the boundary lines of a lot.

"Lot coverage" means the percentage of the area of a lot covered by buildings and accessory structures.

"Lot depth" means the horizontal length of a straight line drawn from the midpoint of the front lot line to the midpoint of the rear lot line.

"Lot of record" means a lot shown on an officially recorded plat or subdivision, or a parcel of land the deed or contract of sale is officially recorded, considered as a unit of property, and legally described. "Officially recorded" includes either official recordation with the county auditor or payment of excise tax to the county treasurer, so long as the date of payment is officially stamped on the document and that date is prior to December 28, 1964.

Lot Line, Front. "Front lot line" means the property line separating the lot from a street. For the purpose of establishing the front lot line for a corner lot, through lot or flag lot, the following shall apply:

- (1) In the case of a corner lot or through lot, the front lot line shall be the property line with the narrowest street frontage, except, the building official or his designee, shall designate the front lot line for corner lots or through lots in residential zoning districts.
- (2) For a flag lot, when the access easement or right-of-way extends across the lot, the front lot line shall be the line separating the lot from the right-of-way or access easement. When the right-of-way or access easement does not extend across the property, the front line shall be determined by the building official.

Where the building official determines the front of the lot consideration will be given to owner preference and public safety issues.

Lot Line, Rear. "Rear lot line" means the property line which is opposite and most distant from the front lot line. For the purpose of establishing the rear lot line of a triangular or trapezoidal lot, or where the rear line of the lot is formed by two or more lines, the following shall apply:

- (1) For a triangular or gore shaped lot, a line ten feet in length within the lot and farthest removed from the front lot line and at right angles to the line comprising the depth of such lot shall be used as the rear lot line;
- (2) In the case of a trapezoidal lot, the rear line of which is not parallel to the front lot line, the rear lot line shall be deemed to be a line at right angles to the line comprising the depth of such lot and drawn through a point bisecting the recorded rear lot line;
- (3) In the case of a pentagonal lot, the rear boundary of which includes an angle formed by two lines, such angle shall be employed for determining the rear lot line in the same manner as prescribed for a triangular lot.

Lot Line, Side. "Side lot line" means any lot boundary line not a front lot line or rear lot line.

"Lot width" means the horizontal distance between the side lot lines measured at right angles to the line comprising the depth of the lot at a point midway between the front and rear lot lines; provided, that the length of the line constituting the rear line of the required front yard shall never be less than fifty feet. (Ord. 1634 § 203, 2004.)

M.

"Manufactured home" means a factory assembled single-family dwelling, as defined by WAC [296-150M](#), and built according to the Department of Housing and Urban Development Manufactured Home Construction and Safety Standards Act. A manufactured home includes plumbing, heating, air conditioning, and electrical systems; is built on a permanent chassis; and can be transported in one or more sections. The distinction between a single-wide, double-wide or triple-wide manufactured home relates to the corresponding number of sections of the home delivered to the site. The definition of manufactured home shall not include mobile home, recreational vehicle, commercial coach, camping vehicle, travel trailer, tip-out, or any other similar vehicle not labeled as a manufactured home under federal or state law.

"Manufactured home, new" as defined by RCW [35.63.160\(2\)](#) means any manufactured home required to be titled under RCW Title [46](#), which has not been previously titled to a retail purchaser, and is not a "used mobile home" as defined in RCW [82.45.032\(2\)](#).

"Manufactured home park" means a parcel of land utilized for the placement of two or more manufactured homes. Except, this definition does not include permitted manufactured home sales lots.

"Massage therapy/spa" means a scientific or skillful manipulation of soft tissue for therapeutic or remedial purposes, specifically for improving muscle tone and circulation and promoting health and physical well-being. The term includes, but is not limited to, manual and mechanical procedures for the purpose of treating soft tissue only, the use of supplementary aids such as rubbing alcohol, liniments, oils, antiseptics, powders, herbal preparations, creams or lotions, procedures such as oil rubs, salt glows and hot or cold packs or other similar procedures or preparations commonly used in this practice. This term specifically excludes manipulation of the spine or articulations and excludes sexual contact.

"Meeting hall" means a private or quasi-private facility in which defined groups or organizations come together for meetings and social events. Includes private bridge club-type card rooms, grange halls, etc.

"Mineral processing" means the crushing, nonchemical washing (including sedimentation ponds), screening, sorting, stockpiling and blending of rock, sand, gravel and other earth, natural materials and/or precious metals including the process of converting sand and gravel or rock into asphalt or concrete products. (i.e., concrete pipe, bricks, concrete forms and the like or the chemical blending or extraction of precious or semi-precious minerals).

"Mining site/operation" means a tract of land and the operations necessary to excavate, process, stockpile, or remove materials such as sand, gravel, aggregate, rock or other mineral resources. The retail, wholesale, contract purchase, or transfer of mineral products is within the scope of this definition. For purposes of this title, the leveling, grading, filling, or removal of materials during the course of normal site preparation for an approved use (e.g. residential subdivision, commercial development, etc.) does not constitute a mining site/operation provided the processing of the material does not occur on the property; the activity is completed quickly, does not occur over an extended period of time, and on-site stockpiles are fully depleted and a mining permit is not required from the Department of Natural Resources.

"Mini-Storage." See "Storage facilities, self-service."

"Mixed-use building" means a building in a commercial district or planned development used partly for residential use and partly for a community facility or commercial use.

"Mobile home" means a factory-assembled single-family dwelling built prior to June 15, 1976, to HUD Manufactured Housing Code standards, and acceptable under applicable state codes in effect at the time of construction or the introduction of the home into the state. The definition of mobile home does not include: modular homes, manufactured homes; park models; or camping vehicles, travel trailers, tip-outs, commercial coaches, recreational vehicles, motor homes and any other similar vehicle which is not intended, designed, constructed or used for residential purposes.

"Modular home" means a residential structure constructed in a factory of factory assembled parts and transported to the building site in whole or units which meets the requirements of the uniform building code. The completed structure is not a mobile or manufactured home.

Motel. See "Overnight lodging facility."

"Multiple building complex" means a group of two or more structures located on the same parcel, sharing the same access and/or parking facilities.

"Multiplex Movie Theater" means a movie theater consisting of audience seating, a minimum of 10 screens, a lobby and a refreshment area. The development generally has one or more of the following amenities: digital sound, tiered stadium seating and movable or expandable walls.

"Multi-Purpose Recreational Facility" means a recreational facility containing two or more of the following land uses combined at one site: miniature golf, batting cages, video arcade, bumper boats, go-carts, and golf driving ranges. Refreshment areas may also be provided.

"Multiple tenant building" means a single structure housing two or more retail offices, commercial uses or residences sharing the same parcel, access and/or parking facilities. (Ord. 2018 § 2, 2017; Ord. 1634 § 204, 2004.)

N.

"Nonconforming building or structure" means a building or structure, or portion thereof, that was lawfully established or altered prior to the adoption or applicable amendment of this title, which fails by reason of such adoption or amendment to conform to the present setback, lot coverage, or other development requirements of this title.

"Nonconforming lot" means a lot that was lawfully established prior to adoption or applicable amendment of this title, which fails to conform to the present area or dimensional requirements of this title.

"Nonconforming use" means a use of land, buildings or structures that was lawfully established prior to the adoption or applicable amendment of this title and since maintained, which fails by reason of such adoption or amendment to conform to the present land use regulations established by this title.

"Nursery" means facilities used for the propagation and sale of agricultural or ornamental plants and related products. Nurseries are further classified as follows:

- (1) *Retail Nursery.* A nursery which offers products to the general public including plant materials, planter boxes, fertilizer, sprays, garden tools, and related items.
- (2) *Wholesale Nursery.* A nursery which raises nursery stock for sale to a retail nursery or other business.
- (3) *Greenhouse.* A nursery facility constructed with transparent or translucent materials for indoor propagation of plants. This definition does not include private greenhouses with no commercial sales. (Ord. 1634 § 205, 2004.)

O.

"Occupied" includes the term designed or intended to be occupied.

"Off-road vehicle recreation facilities" include motor-cross courses, jeep courses, snowmobile courses and similar facilities.

Open Record Hearing. See Title [21](#), Chapter [21.01](#).

"Open space" means undeveloped land that serves a functional role in the life of the community. This term is further categorized as follows:

- (1) *Common Open Space.* Open space within or related to a development that is not dedicated for public use, but is designed, intended and legally committed for the common use or enjoyment of the residents of the development.
- (2) *Pastoral or Recreational Open Space.* Areas that serve active or passive recreation needs, e.g., federal, state, regional and local parks, forests, historic sites, etc.
- (3) *Utilitarian Open Space.* Those areas not suitable for residential or other development due to the existence of hazardous and/or environmentally sensitive conditions, which can be protected through open space, e.g., critical areas, airport flight zones, well fields, etc. This category is sometimes referred to as "health and safety" open space.
- (4) *Corridor or Linear Open Space.* Areas through which people travel, and which may also serve an aesthetic or leisure purpose. For example, an interstate highway may connect Point A to Point B, but may also offer an enjoyable pleasure drive for the family. This open space is also significant in its ability to connect one residential or leisure area with another.

"Open space" as referred to in the clustering provisions of this title, means a defined portion of the property on which no residential, commercial, or industrial buildings or structures are located that are valued at more than one thousand five hundred dollars or of a nature that could preclude use of the land for future development once the appropriate zoning, utilities (public water and sewer service) and other infrastructure is in place. Covenants may be required to assure control of noxious weeds, fire hazards, abandoned orchards and other nuisances.

"Outdoor commercial amusements" means those of a permanent nature involving a large assembly of people, such as drive-in theaters, racetracks, rodeos, waterparks, miniature golf courses, fairgrounds, zoos and other similar uses.

"Outdoor living area" means an on-site area of lawn, garden, court, patio, pool or balcony in addition to the required off-street parking areas, driveways, service areas or areas of unstable slope.

"Overnight lodging facility" means a commercial establishment consisting of cabins and/or motel and hotel units in which there are six or more guest rooms for transient lodging accommodations on a daily rate to the general public and may include additional services such as restaurants, meeting rooms, and recreational facilities. This definition does not include mobile homes, camping or recreational vehicles. (Ord. 1634 § 206, 2004.)

P.

"Park" means a public or privately owned area with facilities for active or passive recreation by the public. Parks are further categorized as "active" and "passive." An active park is designed to accommodate athletic activities, i.e., baseball, golf, soccer, swimming pool, tennis, etc. (two examples are Carlon and Wixson Parks) while a passive park may accommodate some minor athletic activities, i.e., basketball, frisbee, horseshoes, etc. (two examples are Riverside Playland and Palm Parks) its primary purpose is aesthetics and open space.

"Parking facility" means a structure, portion of a structure, or open lot, designed to store motor vehicles. Parking facilities are further categorized as follows:

- (1) *Private*. An accessory structure or an accessory portion of the principal structure, or open area, designed and used only for the shelter or storage of motor vehicles owned or operated by the occupants of the principal structure.
- (2) *Public*. A structure or an accessory portion of the principal structure, or an open lot, other than a private garage, designed and used for the rental of space for the storage of motor vehicles.

"Party of record" means the applicant and any other person who has submitted written comment on an action or proposed action, or who has appeared at a public hearing or public meeting and signed an official register requesting notice of further action.

"Pet" means a domesticated animal kept for pleasure or as a hobby rather than utility including but not limited to: fish, dogs fewer than four, cats fewer than six, hen chickens (no roosters) fewer than five, and rabbits fewer than five.

"Pet day care" means a building or structure in which an agency, person or persons regularly provide care for pets, but not including overnight stays. Uses not meeting this definition shall be considered kennels.

"Planned development" means any development within the City of Selah Urban Growth Area approved under SMC Chapter 10.24 or previous planned development ordinance (i.e., planned residential development, planned commercial development, planned industrial development, and planned mixed-use development).

"Planning commission" means the duly appointed planning commission of the city of Selah.

"Public buildings and uses" means those public or quasi-public buildings and uses of a public works, public service, public safety or public utility nature not defined or listed elsewhere in this title. These buildings and uses characteristically may be hard to locate, need close proximity to utility corridors, require a location within a service area or specific site, or need access onto an arterial or collector street. Such buildings and uses include, but are not limited to: bus shelters, water towers, park and ride, lots, interpretive centers, rest stops, road maintenance stockpile sites and the like.

"Public facilities" means and include streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, storm and sanitary sewer systems, water systems, parks and recreational facilities and schools.

"Public nuisance" means and includes any violation of the provisions of this title. Any violation of this title shall be subject to prevention or abatement in an action at equity to the same extent as are other public nuisances. (Ord. 1634 § 207, 2004.)

R.

"Recycling center" means a facility where discarded household products, such as aluminum and tin cans, glass, paper, plastic, and other similar products are deposited, packaged and stored for future reprocessing.

"Residential care facility" means a facility that is licensed to care for at least five functionally disabled persons.

"Retirement home" means an establishment operated for the purpose of providing domiciliary care for a group of persons who by reason of age are unable to or choose not to provide such care for

themselves and who are not in need of medical or nursing treatment except in the case of temporary illness. Also see "Apartment" and "Multifamily dwelling."

"Reviewing official" means administrative official, building official, planning commission, hearing examiner, or the legislative body engaged in any review or approval procedure under the provisions of this title. Reviewing official also includes the planning department when engaged in accepting applications and determining completeness.

"Right-of-way" means land in which the state, county or city owns fee simple title or has an easement dedicated for a transportation or utility use.

RV Park. See "Campground." (Ord. 1634 § 208, 2004.)

S.

"School" means a structure and accessory facilities in which prescribed courses are taught. This definition includes elementary, intermediate, junior high and high schools, but does not include vocational schools.

School, Vocational. "Vocational school" means the commercial use of a structure or land for teaching the arts, crafts, or trades.

"Second hand store" means a retail business that primarily sells used goods such as clothing, household items, books, furniture, appliances and other merchandise not generally considered to be antiques. Also see "antique store."

"Service station with mini-mart" means a facility which combines elements of a convenience store and a gas station. Convenience food items are sold in addition to gasoline and other car products; gas pumps are primarily or completely self-service; does not include minor repair services.

"Service station without mini-mart" means a facility to supply motor fuel and other petroleum products to motor vehicles, including lubrication, and may provide minor repair service and incidental sales of motor vehicle accessories.

"Setback" means the minimum horizontal distance required from the property line to the wall line of a building or structure, except where otherwise specified by this title.

"Sight screen" means a continuous wall, fence, or hedge or combination thereof which obscures vision through eighty percent or more of the screened area.

Sign. See specific sign definitions in Chapter [10.38](#).

"Sign manufacturing and assembly" means the design, manufacturing, and assembly of metal-cased, thermo-formed, wooden, stone, neon, internally lit, or electronic signs.

"Social card room" means a commercial facility, or a portion thereof, open to the general public, in which house-banked social card games are played, as that term is defined by RCW 9.46.0282 (or as the same may be subsequently amended hereafter), or in which other activities occur that constitute gambling and are authorized by the Washington State Gambling Commission under RCW 9.46.070 (or as the same may be subsequently amended hereafter), to the extent that said activities include any gambling activity engaging in the use of, or associated with, slot machines (whether mechanical or electronic) or any gambling activity engaging in the use of, or associated with, any other electronic mechanism including video terminals.

"Solid waste drop box site" means a location for the placement of a drop box facility for disposal of solid waste and recyclable materials.

"Solid waste transfer station" means a permanent, fixed location for the disposal of solid waste and recyclable materials for transport to a waste handling facility.

Storage Facilities, Bulk. "Bulk storage facilities" means either enclosed or outdoor areas designed for the storage of either large quantities of materials or materials of large size. Includes the storage of vehicles when such storage is not incidental and subordinate to another land use and is not vehicle parking or storage, automotive wrecking/dismantling yards, vehicle sales lots, or agriculturally related industry.

Storage Facilities, Commercial. "Commercial storage facilities" means enclosed storage areas designated as support facilities for commercial activities and used for the storage of retail materials.

Storage Facilities, Self-Service. "Self-service storage facilities" means a commercial facility containing compartmentalized stalls, lockers, or screened outside area designed or used exclusively for storing personal property and/or recreational vehicles with no commercial storage authorized.

Story, Building. "Building story" means that portion of a building included between the surface of any floor and the surface of the floor next above it. If there is no floor above it then the space between such floor and the ceiling next above it shall be considered a story.

"Street" means a public or private right-of-way which affords principal means of access to abutting property.

"Structural alterations" means any change in the supporting members of a building such as foundations, bearing walls, columns, beams, floor or roof joints, girders or rafters, or changes in the roof or exterior lines or configuration of a structure if such change results in the enlargement of the structure.

"Structure" means anything constructed or erected which requires location on the ground or attached to something having a location on the ground, but not including fences or walls used as fences six feet or less in height. (Ord. 1634 § 209, 2004.)

T.

"Tavern or bar" means an establishment providing or dispensing, primarily for on-site consumption, beer, vinous or spirituous liquors. The sale of food products including, but not limited to, sandwiches and light snacks may be secondary to the serving of the aforementioned beverages.

"Technical equipment sales" means the sale of medical, dental, fire suppression, restaurant equipment, etc. ~~equipment~~.

"Towing services" means a service to haul or tow vehicles for service, repair or temporary storage. Any facility except for wrecking yards, storing a vehicle for five or more days shall be considered a "vehicle storage facility."

"Transportation brokerage offices" means establishments primarily engaged in furnishing shipping information and acting as agents in arranging transportation for freight and cargo. (Ord. 1634 § 210, 2004.)

U.

"Urban growth area" (UGA) means the city of Selah Urban Growth Area designated by the board of Yakima County commissioners for urban growth. The Selah UGA is depicted within the comprehensive plan.

"Use" means the activity or purpose for which land or structures or combination of land and structures are designed, arranged, occupied, or maintained together with any associated site improvements. This definition includes the construction, erection, placement, movement or

demolition of any structure or site improvement and any physical alteration to land itself including any grading, leveling, paving or excavation. Use also means any existing or proposed configuration of land, structures, and site improvements, and the use thereof.

Use, Class 1, 2, 3. See "Class 1, 2, 3 use."

"Utility services" means electric substations, gas metering stations, sewer lift stations, telephone and communications relay or switching stations, municipal/public water works (including pumping stations and reservoirs), power booster or conversion plants, and similar utility facilities, all with their necessary buildings, apparatus or appurtenances thereto. For purposes of this title, "Utility services" does not include local transmission and collection lines, pipes, conductors, or utilities located underground. Utility services are not subject to the minimum lot size requirements of the zoning district in which they are located (except as required for domestic water, sewage disposal and soil percolation rates); provided, that they meet all other requirements of the zoning district in which they are located. (Ord. 1634 § 211, 2004.)

V.

"Variance" means a modification of the specific regulations of this title in accordance with the terms of this title for the purpose of assuring that no property, because of special circumstances applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and zone. See Chapter [10.30](#).

"Vehicle storage" means keeping vehicles on a given site that are not actively used by the principal occupants of the site. Does not include automotive wrecking/dismantling yards or vehicle sales lots. (Ord. 1634 § 212, 2004.)

W.

"Waste material processing and junk handling" means a place where waste, discarded or salvaged metal, used plumbing fixtures, discarded furniture and household equipment, and other materials are bought, sold, exchanged, stored or baled, and places or yards for the storage of salvaged materials and equipment from building demolition and salvaged structural steel materials and equipment, but excluding establishments for the processing and sorting of garbage, or for the sale, purchase,

storage or dismantling of automotive vehicles and machinery. This definition does not include the processing, storage or disposal of hazardous materials.

"Wastewater spray field" means a field that is irrigated with wastewater or treated sewage. May include storage lagoons utilized solely for storing wastewater before spraying, but not other wastewater treatment facilities. The application of agricultural waste or treated sewage at agronomic rates for soil enhancement or fertilizer purposes is excluded from this definition. Also see "Agriculture."

"Wholesale trade" means those uses primarily engaged in the sale of merchandise to retailers; to industrial, commercial, institutional or professional business users; or to other wholesalers. (Ord. 1634 § 213, 2004.)

"Wineries/Breweries" means a winery or brewery for processing and manufacturing purposes only, with limited wholesale trade incidental to the primary use. Wineries and breweries are categorized as follows:

- A. "Basic" does not have a commercial tasting room or restaurant;
- B. "Resort/destination" has either a commercial tasting room or restaurant. This type of winery or brewery is located on a site larger than five acres in size. It could typically be associated, or compatible with: high density residential, resort lodging, or a bed and breakfast;
- C. "Retail" has either a commercial tasting room or restaurant.

Y.

"Yard" means an open space, other than a court, on a lot, unoccupied and unobstructed from the ground upward. Eaves shall not be considered an obstruction. The maximum projection of eaves, and similar projections, shall not exceed two feet measured from the vertical plane of the exterior wall into the required yard.

Yard, Front. "Front yard" means a yard extending across the full width of the lot, having at no point less than the minimum required horizontal distance between the front lot line and the closest permissible location of a structure. The distance shall be measured by a line at right angles to the front lot line, or by the radial line in the case of a curved front lot line. When a lot lies partially within a

planned street indicated on an official plan for such a street, and where such planned street is of the type that will afford legal access to such lot, the depth of the front yard shall be measured from the contiguous edge of such planned street in the manner prescribed in this definition.

Yard, Rear Line of the Required Front. "Rear line of the required front yard" means a line parallel to the front lot line and at a distance therefrom equal to the depth of the required front yard, and extending across the full width of the lot.

Yard, Rear. "Rear yard" means a yard extending across the full width of the lot having not less than the minimum required horizontal distance between the rear property line and the closest permissible location of a structure. The distance shall be measured by a line at right angles to the rear property line, or by the radial line in the case of a curved rear lot line.

Yard, Side. "Side yard" means a yard between a building and the side lot lines extending the full depth of the lot from the rear line of the required front yard, or the front lot line where no front yard is required, to the rear lot line, the width of which side yard shall be measured horizontally from and at right angles to the closest permissible location of a structure.

"Yard sale" means a temporary event for the sale of surplus or unwanted items as an accessory use to a residence or business, in which the event does not exceed three days in duration or occur more than twice per calendar year. A yard sale is considered to be occurring whenever goods are on display with the clear intent for public viewing and purchase, and/or there is a sign that announces or publicizes a yard sale. The term "yard sale" includes garage sales, patio sales, estate sales, and moving sales. "Yard sales" do not include flea markets, junkyards, second hand stores, auction houses, and other sale events not meeting the terms of this definition. (Ord. 1634 § 214, 2004.)

Z.

"Zero lot line" means the location of a dwelling on a lot in such a manner that one of the sides of the dwelling rests directly on a side lot line.

"Zoning district" means a mapped area within the incorporated area of the city of Selah in which certain uses of land and structures are permitted, conditionally permitted and certain land uses are prohibited, and within which a uniform set of regulations apply, as set forth within this title (Synonymous with "Zone.") (Ord. 1634 § 215, 2004.)

The Selah Municipal Code is current through Ordinance 2042, passed February 27, 2018.

Disclaimer: The finance department has the official version of the Selah Municipal Code. Users should contact the finance department for ordinances passed subsequent to the ordinance cited above.

[City Website: selahwa.gov](http://selahwa.gov)

City Telephone: (509) 698-7334

[Code Publishing Company](#)



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



Council Meeting Action Item
1/8/2019 M – 1a

Title: Selection of Mayor Pro Tem for Calendar Year 2019

From: Sherry Raymond, Mayor

Action Requested: Approval

Staff Recommendation:

To select a 2019 Mayor Pro Tempore in accordance with Selah Municipal Code Chapter 1.06 § 100

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: Council is required to select a Mayor Pro Tempore each calendar year during the month of January per Selah Municipal Code

Recommended Motion: To select a Mayor Pro Tempore for Calendar Year 2019



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
1/8/2019 N – 1

Title: Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract with SunRype Products (USA), Inc.

From: Joe Henne, Public Works Director

Action Requested: Approval

Staff Recommendation:

To approve the attached wastewater contract between SunRype Products and the City of Selah. This is an amendment to increase the capacity allotment of the pretreatment facility to serve SunRype Products.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: None

Background / Findings & Facts: The City of Selah, entered into an Industrial Wastewater User Contract with Yakama Juice, LLC, dated July 13, 2010, which described the terms and conditions under which Yakama Juice, LLC, could discharge industrial wastewater to the City of Selah's wastewater conveyance system and treatment facility; and SunRype Products (USA), Inc., purchased the industrial juice processing facility from Yakama Juice, LLC, and the provisions of the Industrial Wastewater User Contract were transferred to SunRype Products (USA), Inc. SunRype Products (USA), Inc., was then designated as the Contracted User and has been discharging industrial process wastewater to the City of Selah under the terms of the Industrial Wastewater User Contract; and Section 2.9 of the



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Industrial Wastewater User Contract provides for the allocation of a portion of the capacity of the City's wastewater treatment facilities to the Contracted User in accordance with Schedule "A" attached to the Contract. The Contract allows for the adjustment of Contracted Capacity, and adjustments in capacity are reasonable based on additional information collected through metering and monitoring of the industrial discharges from the Contracted User.

Recommended Motion: Authorize the Mayor to sign an Industrial Wastewater User Contract between the City of Selah and SunRype Products (USA), Inc.

RESOLUTION NO. _____

Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract with SunRype Products (USA), Inc.

WHEREAS, the City of Selah, a municipal corporation, entered into an Industrial Wastewater User Contract with Yakama Juice, LLC, dated July 13, 2010, which described the terms and conditions under which Yakama Juice, LLC, could discharge industrial wastewater to the City of Selah's wastewater conveyance system and treatment facility; and

WHEREAS, SunRype Products (USA), Inc., purchased the industrial juice processing facility from Yakama Juice, LLC, and the provisions of the Industrial Wastewater User Contract were transferred to SunRype Products (USA), Inc.; and

WHEREAS, SunRype Products (USA), Inc., was then designated as the Contracted User and has been discharging industrial process wastewater to the City of Selah under the terms of the Industrial Wastewater User Contract; and

WHEREAS, Section 2.9 of the Industrial Wastewater User Contract provides for the allocation of a portion of the capacity of the City's wastewater treatment facilities to the Contracted User in accordance with Schedule "A" attached to the Contract; and

WHEREAS, the Contract allows for the adjustment of Contracted Capacity, and adjustments in capacity are reasonable based on additional information collected through metering and monitoring of the industrial discharges from the Contracted User.

NOW, THEREFORE, the parties agree to amend the Industrial User Contract as follows:

1. The Schedule "A" attached hereto shall replace the Schedule "A" included in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of January 2018.

Sherry Raymond, Mayor

ATTEST:

Dale Novobielski, Clerk/ Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

CITY OF SELAH
Industrial Wastewater User Contract

CONTRACT AMENDMENT

Contracted User: **SunRype Products (USA), Inc.**
P.O. Box 940
Selah, WA 98942

Date: **January 1, 2019**

WHEREAS, the City of Selah, a municipal corporation, entered into an Industrial Wastewater User Contract with Yakama Juice, LLC, dated July 13, 2010, which described the terms and conditions under which Yakama Juice, LLC, could discharge industrial wastewater to the City of Selah's wastewater conveyance system and treatment facility; and

WHEREAS, SunRype Products (USA), Inc., purchased the industrial juice processing facility from Yakama Juice, LLC, and the provisions of the Industrial Wastewater User Contract were transferred to SunRype Products (USA), Inc.; and

WHEREAS, SunRype Products (USA), Inc., was then designated as the Contracted User and has been discharging industrial process wastewater to the City of Selah under the terms of the Industrial Wastewater User Contract; and

WHEREAS, Section 2.9 of the Industrial Wastewater User Contract provides for the allocation of a portion of the capacity of the City's wastewater treatment facilities to the Contracted User in accordance with Schedule "A" attached to the Contract; and

WHEREAS, the Contract allows for the adjustment of Contracted Capacity, and adjustments in capacity are reasonable based on additional information collected through metering and monitoring of the industrial discharges from the Contracted User.

NOW, THEREFORE, the parties agree to amend the Industrial User Contract as follows:

1. The Schedule "A" attached hereto shall replace the Schedule "A" included in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

CITY OF SELAH

SHERRY RAYMOND, MAYOR

ATTEST:

DALE NOVBIELSKI, CITY CLERK/TREASURER

CONTRACTED USER

DULY AUTHORIZED REPRESENTATIVE

CITY OF SELAH

**INDUSTRIAL WASTEWATER USER CONTRACT
SUNRYPE PRODUCTS (USA), INC.**

January 1, 2019

**SCHEDULE A
ALLOWABLE WASTEWATER DISCHARGES^{1,2,3}**

Month	Average Daily Flow¹ (gallons per day)	Average Daily BOD Loading¹ (pounds per day)	Average Daily TSS Loading¹ (pounds per day)
January	310,000	2,800	1,400
February	310,000	2,800	1,400
March	310,000	2,800	1,400
April	310,000	2,800	1,400
May	310,000	2,800	1,400
June	310,000	2,800	1,400
July	310,000	2,800	1,400
August	310,000	2,800	1,400
September	310,000	2,800	1,400
October	310,000	2,800	1,400
November	310,000	2,800	1,400
December	310,000	2,800	1,400

Footnotes:

- ¹ Average daily discharges are considered to be the maximum discharges for a month expressed in terms of gallons or pounds per day. They represent the average daily loading over the month based on available test data. They do not represent maximum daily discharge limits.
- ² The surcharge provisions found in paragraph 3.4 of the Contract shall apply to discharges in excess of those listed in Schedule A.
- ³ The discharge of toxic substances as described in paragraph 4.1 of the Contract, or harmful waste as described in section 9.10.040 of the Selah Municipal Code, is prohibited.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
1/8/2019 N – 2

Title: Resolution authorizing the Public Works Director to sign a Water Quality Combined Financial Assistance Agreement WQC-2017-SelahPW-00101 with the Washington State Department of Ecology to assist in funding the City's Taylor Ditch Outfall Pollution Reduction project.

From: Joe Henne, Public Works Director

Action Requested: Approval

Staff Recommendation:

Staff is requesting the Public Works Director be authorized to sign a Water Quality Combined Financial Assistance Agreement WQC-2017-SelahPW-00101 with the Washington Department of Ecology to assist in funding the City's Taylor Ditch Outfall Pollution Reduction project.

Board/Commission Recommendation: Approval

Fiscal Impact: \$38,231.00

Funding Source: 411 000 094 594 35 63 01

Background / Findings & Facts: In 2015, Public Works applied for a Water Quality Combined Financial Assistance grant to remove two points of polluted storm water discharge into the Taylor Ditch. One source is from North Wenas Road storm drain, which connects into Taylor Ditch just south of the softball fields at Carlon Park. The second source is near the park irrigation pump down from the High School parking lot. The project at that time was \$291,170.00. The Department of Ecology approved the application. Then in 2016, the City was notified the funding was pull by the Legislature. Then in February 2018, the City was again



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



informed that the funding was restored, see attached letter. The project has now increased to \$320,922.00. Grant amount is \$218,170.00. Selah School District amount is \$42,000.00. City amount is \$60,752.00.

Recommended Motion: Authorize the Public Works Director to sign the Water Quality Combined Financial Assistance Agreement WQC-2017-SelahPW-00101 with the Washington Department of Ecology to assist in funding the City's Taylor Ditch Outfall Pollution Reduction project.

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:

2/23/2018

Action Taken:

State of Washington Department of Ecology Letter-Re:
Taylor Ditch Outfall Pollution Reduction.

RESOLUTION NO. _____

Resolution authorizing the Public Works Director to sign a Water Quality Combined Financial Assistance Agreement WQC-2017-SelahPW-00101 with the Washington State Department of Ecology to assist in funding the City's Taylor Ditch Outfall Pollution Reduction project

WHEREAS, Washington State Department of Ecology had Delayed State Fiscal Year 2016 and 2017 Stormwater Financial Assistant Program Funding due to funding shortfalls; and

WHEREAS, Washington State Department of Ecology has addressed these shortfalls and has been authorized to resume negotiations for the Taylor Ditch Outfall Pollution Project; and

NOW THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Public Works Director be authorized to sign a Water Quality Combined Financial Assistance Agreement WQC-2017-SelahPW-00101 with the Washington State Department of Ecology to assist in funding the City's Taylor Ditch Outfall Pollution Reduction project as the main signatory. A copy of the said agreement is attached.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of January 2018.

Sherry Raymond, Mayor

ATTEST:

Dale Novobielski, Clerk/ Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

RESOLUTION NO. _____



Agreement No. WQC-2017-SelaPW-00101

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SELAH PUBLIC WORKS DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Selah Public Works Department, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Taylor Ditch Outfall Pollution Reduction
Total Cost:	\$291,170.00
Total Eligible Cost:	\$291,170.00
Ecology Share:	\$218,377.50
Recipient Share:	\$72,792.50
The Effective Date of this Agreement is:	07/01/2018
The Expiration Date of this Agreement is no later than:	12/31/2019
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Yakima River through installation of hydrodynamic separators and infiltration facilities at Selah High School and Carlon Park in the City of Selah. This project will provide treatment for total suspended solids (TSS) returning to the Yakima River via Taylor Ditch.

Project Long Description:

Impervious surfaces at Selah High School currently discharge stormwater through a storm drain connected to a piped segment of the Taylor Ditch near Carlon Park. Similarly, stormwater runoff from a ½ mile section of North Wenas Road directly connects to Taylor Ditch near the baseball field at Carlon Park. Flow from these areas carries pollutants to the Taylor Ditch which outlets to the Yakima River downstream of the project. This project reduces the total suspended solids delivered to the Taylor Ditch system and the Yakima River by installing BMPs to treat and infiltrate the water generated by 11 acres of impervious surface. These BMPs include hydrodynamic separators to provide pretreatment for the stormwater and stormwater infiltration basins.

State of Washington Department of Ecology
 Agreement No: WQC-2017-SelaPW-00101
 Project Title: Taylor Ditch Outfall Pollution Reduction
 Recipient Name: City of Selah Public Works Department

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Selah Public Works Department

Federal Tax ID: 91-6001501

DUNS Number: 606701477

Mailing Address: 222 S Rushmore Rd
 Selah, WA 98942

Physical Address: 222 S Rushmore Rd
 Selah, Washington 98942

Organization Email: joe.henne@selahwa.gov

Organization Fax: (509) 698-7372

Contacts

<p>Project Manager</p>	<p>Joseph Henne Public Works Director</p> <p>222 South Rushmore Road Selah, Washington 98942 Email: jhenne@ci.selah.wa.us Phone: (509) 698-7365</p>
<p>Billing Contact</p>	<p>Joseph Henne Public Works Director</p> <p>222 South Rushmore Road Selah, Washington 98942 Email: jhenne@ci.selah.wa.us Phone: (509) 698-7365</p>
<p>Authorized Signatory</p>	<p>Joseph Kenneth Henne Public Works Director</p> <p>222 South Rushmore Road Selah, Washington 98942 Email: jhenne@ci.selah.wa.us Phone: (509) 698-7365</p>

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Water Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Jill Scheffer</p> <p>1250 W Alder St. Union Gap, Washington 98903-0009 Email: SCHE461@ecy.wa.gov Phone: (509) 454-7298</p>
<p>Financial Manager</p>	<p>Sarah Zehner Water Quality Financial Manager</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: szez461@ecy.wa.gov Phone: (360) 407-7196</p>
<p>Technical Advisor</p>	<p>Doug Howie Senior Stormwater Engineer</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444</p>

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Selah Public Works Department

By: _____

By: _____

Heather R. Bartlett
Water Quality
Program Manager
Date

Joseph Kenneth Henne
Public Works Director
Date

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Joseph Henne

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost: \$5,000.00**

Task Title: Design Plans and Specs, Environmental Review

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.
- B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.
- C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:
1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).
 2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

Agreement No. WQC-2017-SelaPW-00101
Project Title Taylor Ditch Outfall Pollution Reduction
Recipient Name City of Selah Public Works Department

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Joseph Henne

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 **Task Cost: \$37,000.00**

Task Title: Construction Management

Task Description:

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.
- C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.
- D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.
- E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.
- F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.
- G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:
1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.
 2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:

Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Joseph Henne

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost: \$244,170.00**

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of pretreatment devices to mitigate runoff from 11 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Combined Water Quality Financial Assistance Program Funding Guidelines or other ECOLOGY-accepted method.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in reducing total suspended solids.

Recipient Task Coordinator: Joseph Henne

Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

State of Washington Department of Ecology
 Agreement No: WQC-2017-SelaPW-00101
 Project Title: Taylor Ditch Outfall Pollution Reduction
 Recipient Name: City of Selah Public Works Department

BUDGET

Funding Distribution EG190228

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP Funding Type: Grant
 Funding Effective Date: 07/01/2018 Funding Expiration Date: 12/31/2019

Funding Source:

Title: SFAP - SFY17
 Type: State
 Funding Source %: 100%
 Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 25%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	\$ 5,000.00
Design Plans and Specs, Environmental Review	\$ 5,000.00
Construction Management	\$ 37,000.00
Construction	\$ 244,170.00

Total: \$ 291,170.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	\$ 72,792.50	\$ 218,377.50	\$ 291,170.00
Total		\$ 72,792.50	\$ 218,377.50	\$ 291,170.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasance” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural Resources: The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available upon request by any party. The IDP must be readily available and be implemented to address any discovery. The RECIPIENT shall implement the procedures in

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the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives, if human remains, cultural, or archeological resources are discovered in the course of ground disturbing activities. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. Clean Water Act Section 319 Initial Data Reporting Sheet or the "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology's Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on pollutant load reductions for each best management practice (BMP) installed as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

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SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

C. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement. the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

D. Consultant Cap: The RECIPIENT shall ensure that loan or grant funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. The Executive Schedule can be found at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9 for additional information.

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government

RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, and State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors,

engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Federal Funding Accountability and Transparency Act (FFATA) Form
4. CWSRF Federal Reporting Information form available in EAGL

5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT'S authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

E. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at:
<http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf>.

F. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT'S ability to meet the obligations of this agreement.

G. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan "Loan Term" as outlined in this agreement.

1. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan. If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

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Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

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J. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

K. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

L. Opinion of RECIPIENT’s Legal Counsel: The RECIPIENT must submit an “Opinion of Legal Counsel to the

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RECIPIENT" to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

M. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

N. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

O. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the

state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

P. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility or any real or personal property comprising a part of the Utility unless:

1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

Q. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.

R. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

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2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

S. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

WATER QUALITY COMBINED FINANCIAL ASSISTANCE TERMS AND CONDITIONS LAST UPDATED ON 10/04/2016

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant,

person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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Recipient Name City of Selah Public Works Department

authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, .

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

- a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

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completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item

1/8/2019

O – 1

Title: Ordinance amending Selah Municipal Code (SMC) Title 10 Zoning pertaining to regulation of land use and development in the City of Selah allowing for: 1. Additions to Table 10.28A Permitted, Administrative and Conditional Uses, and 2. Changes to Selah Municipal Code 10.34 Off-Street Parking and Loading updating the City of Selah's Table 34-1 Parking regulations.

From: Jeff Peters, Community Development Supervisor

Action Requested: Approval

Staff Recommendation:

Staff Recommends passage of the accompanying ordinance.

Board/Commission Recommendation: Approval

Fiscal Impact: None

Funding Source: None

Background / Findings & Facts: The City of Selah last completed a major update of its permitted land uses and parking standards in 2004. Since that time thirteen years has passed which has resulted in changes to commercial and industrial development throughout the City of Selah, which includes changes and development of new land uses and parking standards. Updating of the City's permitted land use table and parking standards in alignment with the Institute of Transportation Engineers Parking Generation 4th Edition should help to attract new and upcoming businesses, ensure that the new business have adequate parking, and support changes to the City's zoning map suggested by the City's Draft Sub Area Study.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Recommended Motion: I move that the City of Selah Council pass the identified ordinance providing for amendment of Title 10 Permitted Land Uses, Parking Standards, and associated definitional changes.

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:
5/1/2018	Planning Commission Study Session
5/15/2018	Planning Commission Study Session
12/18/2018	Planning Commission Public Hearing

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING
DEVELOPMENT REGULATION AMENDMENTS TO,
SELAH MUNICIPAL CODE TITLE 10 ZONING**

WHEREAS, the Planning Commission of the City of Selah has considered certain amendments to Selah Municipal Code (SMC) Title 10 Zoning pertaining to regulation of land use and development in the City of Selah allowing for: 1. Additions to Table 10.28A Permitted, Administrative and Conditional Uses, which adds new land uses (business and industrial classifications) to the city's commercial and industrial zoning districts; and 2. Changes to Selah Municipal Code 10.34 Off-Street Parking and Loading updating the City of Selah's Table 34-1 Parking spaces required to be consistent with the industry standards of the Institute of Transportation Engineers Parking Generation Manual 4th Edition as more specifically detailed in Attachment "A"; and

WHEREAS, Chapter 43.21C RCW, the State Environmental Policy Act (SEPA) requires the City of Selah to conduct environmental review of the amended development regulations; and,

WHEREAS, the City of Selah conducted SEPA review on the proposed amendments which concluded with the issuance of a Determination of Non-Significance on December 15, 2018, which was not appealed during the following five day appeal period; and

WHEREAS, the proposed development amendment amendments were made available for review on the City of Selah's website; and,

WHEREAS, the Planning Commission has held two study sessions on the proposed amendments on May 1, 2018, and May 15, 2018 where the public had early opportunity to comment and participate in the development of the draft regulations; and

WHEREAS, the Planning Commission held its required open record public hearing on December 18, 2018, pursuant to notice, and has received and considered all evidence and testimony presented; and

WHEREAS, public notice of the public hearings were published in the official newspaper a minimum of 10-days prior to the Planning Commission's public hearings on November 30, 2018; and,

WHEREAS, all persons desiring to either provide written testimony or speak for or against or in relation to the proposed development regulation amendments at the public hearings held by the Planning Commission on December 18, 2018, were given a full and complete opportunity to be heard; and,

WHEREAS, the Planning Commission, having conducted such public hearing, found,

determined and recommended that the City Council approve such amendments; and

WHEREAS, the City Council of the City of Selah, having considered the record herein and the recommendation from the Planning Commission, hereby finds and determines that approval of such amendments is in the best interests of residents of the City of Selah and will promote the general health, safety and welfare; therefore

NOW THEREFORE BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH:

Section 1. Findings and Conclusions. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including the recommendation of the Planning Commission and all written and oral testimony before the City Council and further adopts the Planning Commission's findings as its own.

Section 2. Title 10 Zoning, is hereby amended as set forth in Exhibit "A":

Section 3. Severability/Validity. The provisions of this ordinance are declared separate and severable. If any section, paragraph, subsection, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The City Council hereby declares that they would have passed this ordinance and each section, paragraph, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, clauses or phrases were unconstitutional or invalid.

Section 4. Effective Date. This ordinance shall be in full force and effect 5 days after its passage and publication as required by law.

Done this 8th day of January 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

Attachment "A"

Table 10.28A-1 Permitted, Administrative and Conditional Uses

See Section [10.06.020](#) for an explanation of Use Categories

Permitted Uses By Zoning District	LDSF	R-1	R-2	R-3	B-1	B-2	M-1
Agriculture							
Agriculture*, Horticulture, General Farming (not feedlots* and stockyards)	1						1
Agricultural buildings* used to house livestock (See 10.28.040[a])	1	2					1
Agricultural Chemical Sales & Storage							1
Agricultural Market*						2	1
Agricultural stands* (See 10.28.040[b])	2	2				1	1
Agricultural Related Industries*	3						1
Aquaculture*	2						1
Concentrated Feeding Operation*							2
Floriculture*	1						1
Fruit Bin Sales/Storage	3						1
Winery/Brewery Resort/Destination – On-site agricultural production*	2	3					3
Amusement and Recreation							
Athletic Club*						1	3
Bowling Alley						1	3
Campground	3						3
Game Rooms*, Card Rooms, Electronic Game Rooms*						1	
Golf Courses, Golf Driving Ranges, Clubhouses	3						3
Gymnasiums, Exercise Facilities						1	2
Health/Fitness Club					2	1	3
Speedways, Go-Kart Tracks (See 10.28.040[d])	3					2	2
Miniature Golf Courses						1	
Movie Theaters, Auditoriums, Exhibition Halls						1	
Multi-Purpose Recreational Facility*						2	2
Parks* (Public/Private) Passive	1	2	2	2	1	1	1
Active	2	2	2	2	2	2	2

Ice Skating, Roller Skating, Skate Board Rinks						1	
Recreational Vehicle Park/Campground* (See 10.28.040(c))	3					1	3
Sports Facility (Indoor)						1	2
Social Card Rooms*						3	
Permitted Uses By Zoning District	LDSF	R-1	R-2	R-3	B-1	B-2	M-1
Community Services							
Cemetery, Mausoleums and Columbarium	3	3					
Churches, Synagogues, Temples	2	2	2	1	1	1	2
Community Center, Meeting Halls, Fraternal Organizations*	2	2	2	1	1	1	2
Community Center Recreational*	3	3	3	2	3	1	2
Convalescent and Nursing Home*			3	1	1	1	
Child/Adult Daycare Facilities*: (greater than six but fewer than thirteen children or adults)	2	2	2	2	3	3	
Child/Adult Daycare Center*: (greater than twelve children or adults)	3	3	3	3	3	3	
Ambulance services					1	1	
Family Home Services*	3	3	3	3	3	3	
Funeral homes					1	1	
Hospitals*						1	3
Correction facilities							3
Libraries, Museums, Art galleries	3	3	3	2	1	1	
Municipal buildings (fire and police stations, city hall, municipal maintenance facilities, other municipal buildings)	3	3	3	3	3	1	1
Schools: Elementary, Middle, Intermediate and High Schools*	3	3	3	3	3	3	
Business and Vocation*, Community colleges					2	2	2
Waste water lagoon and/or spray field	3						3
Manufacturing							
Agricultural Product Support*						2	1
Automotive or recreational vehicle parts of any type						2	1
Apparel and accessories						2	1

Bakery products (wholesale)						1	1
Beverage industry*						2	1
Canning, preserving and/or packaging of fruits, vegetables or other food items							1
Asphalt, cement and/or concrete plants							3
Chemicals (agricultural, industrial, medical, wood)							3
Concrete, gypsum and/or plaster products							3
Confectionery and related products (wholesale)						1	1
Cutlery, hand tools and general hardware						3	1
Pharmaceuticals						2	1
Electrical transmission and distribution equipment						2	1
Community Center, Meeting Halls, Fraternal Organizations*	2	2	2	1	1	1	2
Electronic components and/or accessories						2	1
Engineering, medical, optical, dental and scientific instruments						2	1
Fabricated metal or wood structural components						3	1
Food processing						3	1
Furniture, custom cabinet and/or woodworking shops						2	1
Glass, pottery and related products						2	1
Manufacturing							
Grain mill products						3	1
Heating, air conditioning, wood stoves							1
Leather products						3	1
Leather tanning and finishing						3	1
Machinery and/or equipment not previously listed						2	1
Meat, poultry and/or dairy products							1
Containers – Paperboard, metal, plastic						3	1
Paints, varnishes, lacquers, enamels and allied products							1

Plastic products (other than containers)							1
Printing, publishing and binding (mass printing)						1	1
Recycling, Drop Off/Processing Center						3	1
Sawmill, planing mill, prefabricated structural wood products and containers (pallets, bins)							3
Sheet metal and welding shops						3	1
Sign Manufacturing and Product Assembly*						1	1
Stone products (includes finishing of monuments for retail sale)						2	1
Transportation and recreational equipment						3	1
Woodworking (cabinets, shelves, etc.)						2	1
Permitted Uses By Zoning District	LDSF	R-1	R-2	R-3	B-1	B-2	M-1
Mining/ Refining/ Off-Site Hazardous Waste Treatment							
Asphalt, roofing material manufacture, rock crushing							3
Mining*, including sand and gravel pits							3
Off-site hazardous waste treatment and storage facilities*						3	3
Residential							
Accessory structure, use or building*	1	1	1	1	1	1	1
Converted Dwelling*	3	3	2	2		2	
Detached single-family dwelling*	1	1	1	1			
Manufactured home*/ Mobile home* (See 10.08.140)	2			2			
Two-family dwelling (duplex)* (See 10.28.040[l])		1(l)	1	1			
Manufactured home parks* (See 10.28.040[e])				3			
Multiple-family dwelling*:							
0 – 5 DUA			2	1		2	
6 – 12 DUA			2	1		2	
12 DUA			3	1		2	
Mixed Use Building*				3	1	1	
Retirement Home/Apartments	3		2	1			

Home occupations* (See 10.28.040[j])							
Minor Home Occupations* (See 10.28.040[j])	1	1	1	1	1	1	
Major Home Occupations* (See 10.28.040[j])	2	2	2	2	2	1	
Planned Development*	1	1	1	1			
Permitted Uses By Zoning District	LDSF	R-1	R-2	R-3	B-1	B-2	M-1
Retail Trade and Services							
Addressing, mailing and stenographic services					1	1	
Adult business*						3	
Advertising agencies					1	1	
Agricultural Chemical Sales and Storage						2	2
Animal clinic/hospital*					2	1	1
Animal Training/Pet Daycare*						1	1
Artist's supplies						1	
Auction houses*						2	1
Automotive, truck, mobile/manufactured home and recreational vehicle sales*						1	1
Automotive: Car wash/Detailing					2	1	2
Parking lot and garages						1	
Maintenance and repair shops						1	1
Paint and body repair shops						2	1
Parts and accessories (Tires, batteries, etc.)						1	1
Specialized repair shops (Radiator, engine, etc.)						2	1
Towing services						1	1
Winery/Brewery Basic*					1	1	1
Winery/Brewery Resort/Destination – No on-site agricultural production*	3	3					3
Wrecking and dismantling yard*							3
Bail Bonds					1	1	2
Bed and breakfast inn* (See 10.28.040[g])	2	3			2	1	
Boats and marine accessories						1	1
Building and trade (e.g. plumbing, heating, electrical, painting, etc.)						1	1
Butcher shop						1	1

Coffee Shop (without drive thru)					2	1	2
Commercial Services*						1	2
Convenience Market (with or without gas pumps)						1	1
Delicatessen					1	1	
Espresso stands					2	1	2
Farm and implement, tool and heavy construction equipment						1	1
Farm supplies						1	1
Financial institutions					1	1	3
Fuel Oil Distributors						3	1
Florist (outside display and storage)					1	1	3
Fuel distributors						2	1
Furniture, home furnishings, appliances						1	3
General hardware, garden equipment and supplies						1	1
General Retail Sales (not otherwise regulated)*						1	3
Hair care					1	1	
Heating and plumbing equipment store						1	1
Heavy equipment storage*, maintenance and/or repair						2	1
Kennels* (See 10.28.040(j))	3					1	2
Laundries, Laundromats and dry cleaning plants						1	1
Liquor and wine stores						1	
Locksmiths and Gunsmiths						1	1
Lumber yards						1	1
Manufactured Home and Travel Trailer Sales						3	1
Massage Therapy/Spa*					1	1	
Mixed Use Buildings Residential/Commercial				2	1	1	3
Motels* and hotels*						1	
Night Clubs/Dance Establishments						1	3
Nursery*	2					1	1
Offices and Clinics					1	1	3

Office Contractor Building and Trade (Plumbing, Heating, Electrical, and Painting)					1	1	1
Pawn Broker						2	1
Radio/T.V. studio					2	1	2
Recycling Drop-Off Center*						2	1
Rental: Auto, Truck, Trailer, Fleet Leasing Services with Storage						1	1
Rental: Heavy Equipment (except automotive) with Storage							1
Rental: Heavy Equipment (except automotive) with Storage							1
Repair services: small appliances, TV's, business machines, watches, etc.						1	1
Re-upholstery and furniture						1	1
Small engine and garden equipment						1	1
Welding						1	1
Restaurants, cafes, drive-in eating facilities					1	1	3
Seamstress Tailor					1	1	3
Service stations* and fuel sales						1	1
Shooting ranges						3	1
Signs. Printed, Painted or Carved						2	1
Tavern or bar*						2	1
Technical Equipment Sales						1	1
Truck stops, truck service stations and shops						2	1
Waste material processing and junk handling*							
Junk handling							1
Recycling							1
Waste material processing							1
Transportation							
Bus and taxicab terminals, dispatch office, storage and maintenance facilities						1	1
Transportation brokerage offices*:							
No truck parking					1	1	1
With truck parking						1	1

Contract truck hauling, rental of trucks with drivers						1	1
Air, rail, truck terminals (for short term storage, office, etc.)						1	1
Railroad switch yard, maintenance and repair facilities							1
Utilities							
Communication towers* (See 10.28.040[h])	3	3	3	3	3	3	2
Refuse transfer station							3
Sewage treatment plants, wastewater lagoons and sprayfields, and bio-solid composting							1
Utility substations (electric, telephone, gas, etc.)	3	3	3	3	3	3	1
Water Reservoirs Associated with Subdivision/Planned Development	Permitted as infrastructure to support proposed Subdivision/Planned Development						
Pumping stations Associated with Subdivision/Planned Development	Permitted as infrastructure to support proposed Subdivision/Planned Development						
Water reservoirs	3	3	3	3	3	3	1
Pumping stations	3	3	3	3	1	1	1
Wholesale Trade-Storage							
Self Service or mini storage* (See 10.28.040[k])						1	1
Warehouses* and storage facilities						2	1
Wholesale trade						2	1

Chapter 10.34 OFF-STREET PARKING AND LOADING

10.34.030 General provisions.

- a. Amendment to 10.34.030 - General provisions as shown below to allow new parking standards provided for in the Institute of Transportation Engineers Parking Generation Manual, but excluded from Table 34-1 Parking spaces required, adding provisions for mixed use parking provisions, and compact parking stalls.

(f) The required front yard in the Multiple-Family Residential (R-3) zone shall not be utilized for off-street parking unless the three-foot strip nearest the front property line is landscaped and a two-foot high concrete, masonry or decorative block wall or wood fence or solid landscaping screen is provided.

(h) Requirements for a building or use not specifically listed in this schedule shall be determined by the administrative official based upon the requirements of the most current edition of the Institute of Transportation Engineers Parking Generation Manual and similar uses.

(i) In computing the number of required or available spaces to determine compliance with requirements of this section the following means of computation shall be applied:

(1) *Computation of Required Spaces.* When a building or use is planned or constructed in such a manner that a choice of parking requirements could be made the use, which requires the greatest number of parking spaces, shall govern.

(2) *Fraction.* If the number of off-street parking spaces required contains a fraction such number shall be changed to the nearest higher whole number.

(3) *Mixed Uses.* When several uses occupy a single structure or lot the total required parking spaces shall be the sum of the requirements of the individual uses, or the applicant may request that the Administrative Official utilize the

Mixed-Use/Multi-Use Parking Demand Data of the Institute of Transportation Engineers to propose a modified parking standard.

(4) *Dual Uses.* None of the provisions of this chapter shall be construed or applied so as to prevent the dual use of parking facilities for the times during which uses are not conflicting. For the purpose of computing the number of parking spaces available through the dual use of parking facilities, the following considerations, rules and regulations shall be applied:

(E) Compact Car Parking. For parking areas with ten or more required parking spaces, up to fifteen percent of the required number of off-street parking spaces may be designed for compact car parking. Compact spaces shall be no less than eight feet by seventeen feet and each space must be labeled individually with appropriate signage, and a durable pavement marking "Compact."

- b. Amendment of Table 34-1 Parking spaces required as shown below to add and new parking standards in accordance with the Institute of Transportation Engineers Parking Generation Manual 4th Addition.

Table 34-1 Parking spaces required.

The number of off-street parking spaces required for various uses shall not be less than as required in Table 34-1, or for uses not listed in this table the most current edition of the Institute of Transportation Engineers Parking Generation Manual:

City of Selah Zoning Ordinance, Title 10, Chapter34, Table 34-1	
Activity	Parking Standards
Agricultural Services	
Agriculturally Related Industries: Packing, Processing Plants	One space for each 300 sq. ft. of GFA
Storage Facilities	Two spaces for the first 1,000 sq. ft. of GFAGFA plus one space for each additional 3000 sq. ft. of GFAGFA

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1

Activity	Parking Standards
Amusement and Recreation	
Athletic Club*	3.55 spaces per 1,000 sq. ft. of GFA
Auditoriums, Exhibition Hall	One space for each 100 sq. ft. of GFA
Billiard Hall	6.56 stalls per 1,000 sq. ft. of GFA and 2.89 stalls per billiard
Bowling Alley	5.02 spaces for each lane
Exercise Facility/Health/Fitness Club	5.27 spaces per 1,000 sq. ft. of GFA
Game Room, Card Room, Electronic Game Rooms	5.81 spaces per 1,000 sq. ft. of GFA and 0.34 spaces per gaming positions.
Golf Course	8.68 spaces per hole
Gymnasiums	One space for each 1,000 sq. ft. of GFA
Health/Fitness Club*	5.27 spaces per 1,000 sq. ft. of GFA
Horse Racing Track, Speedway, Grandstands	One space for each three fixed seats or 54 inches of bench seating
Ice Skating, Roller Skating, Skate Boarding (indoor)	sq. ft. 5.8 spaces per 1,000 of GFA
Movie Theater (see ITE Parking Generation Manual for Multiplex Movie Theater*)	.26 spaces per seat
Multi-Purpose Recreational Facility*	1.78 spaces per golf hole; and 10.67 spaces per 1,000 sq. ft. of GFA; and 16.00 spaces per acre
Park: City (10 acres or less)	2.80 spaces per acre
Park: City (more than 10 acres)	5.10 spaces per acre
Soccer Complex	58.80 spaces per field

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1

Activity	Parking Standards
Swimming Pools	One space for each 150 sq. ft. of water surface area
Tennis Courts Indoor and Outdoor (outside of a park or multipurpose recreational center)	3.56 spaces per court
Water Slide Park	84.5 spaces per acre
Community Services	
Churches, Synagogues, and Temples	sq. ft. 8.37 spaces per 1,000 sq. ft. of GFA
College Community	0.18 spaces per student
College University	0.22 spaces per student
Community Center Recreational*	3.20 Vehicles per 1,000 sq. ft. of GFA
Convalescent, Adult Care Center, Nursing and Group Homes	0.35 spaces per bed
Convention Center	0.44 spaces * maximum occupant load
Fire and Police Stations	One space for each 200 sq. ft. of GFA
Halfway House (detention center)	One space for each two beds
Hospital	3.95 spaces per 1,000 sq. ft. of GFA
Schools: Elementary	0.17 spaces per student. Parking for schools shall be determined at the time of construction and shall be based upon maximum occupancy of the structure(s). Any additional construction or placement of portables shall require recalculation of the maximum occupancy and the addition of parking stalls accordingly.

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1

Activity	Parking Standards
Schools: High School	0.09 spaces per student (see note above for calculation of parking stalls)
Schools: Middle/Junior High	0.09 spaces per student (see note above for calculation of parking stalls)
Schools: Private School (K-12)	0.40 spaces per student
Juvenile Detention Center	One and a half spaces for each bed
Mosque	17.32 spaces per 1,000 sq. ft. of GFA
Museums, Art Galleries	sq. ft. 1.32 spaces per 1,000 sq. ft. of GFA
Preschools, Child Care Centers	3.16 spaces per 1,000 sq. ft. of GFA
Libraries	2.61 spaces per 1,000 sq. ft. of GFA
Vocational Schools	One space for each 400 sq. ft. of GFA
Light Industrial Uses (not otherwise provided in this table)	
General Light Industrial	0.75 spaces per 1,000 sq. ft. of GFA
Industrial Park	1.27 spaces per 1,000 sq. ft. of GFA
Manufacturing (Mass Production)	
Manufacturing	1.02 spaces per 1,000 sq. ft. of GFA
Residential	
Assisted Living	0.41 per dwelling unit
Continuing Care Retirement Community	1.0 spaces per dwelling
Single-Family Dwelling	Three spaces
Two-Family Dwelling	Six spaces

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1

Activity	Parking Standards
Multiple-Family Dwellings:	
Three to Four Units	2.25 spaces per dwelling unit
Five Units	1.5 spaces per dwelling unit
Six Units or More	1.5 spaces per dwelling unit
Retirement home	One space for each dwelling unit
Retail Trade and Services	
Addressing, Mailing and Stenographic Services	One space for each 300 sq. ft. of GFA
Advertising Agencies	One space for each 300 sq. ft. of GFA
Animal Hospital/Veterinary Clinic	1.6 spaces per 1,000 sq. ft. of GFA and 1.4 vehicles per employee
Apparel/Clothing Store	2.13 spaces per 1,000 sq. ft. of GFA
Automobile, Truck, Mobile/Manufactured Home, Recreational Vehicle Sales	One space for each 500 sq. ft. of showroom and one space for each 1,000 sq. ft. of retail sales floor area
Automotive: Automobile Maintenance and Service Shop	Two spaces per service area including work bays
Automotive: Car Wash	Six spaces per wash bay
Automotive: Parts and Accessories	2.25 spaces per 1,000 sq. ft. of GFA
Automotive: Car Wash, Self-Service	One space for each 1,000 sq. ft. of GFA
Automotive: Paint and Body Shops	Two space per service area including work bays
Automotive: Specialized repair shop (brakes, radiator, etc)	Two space per service area including work bays

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1

Activity	Parking Standards
Automotive: Tire Store	4.17 spaces per 1,000 sq. ft. of GFA
Automotive: Wrecking and dismantling	One space for each 500 sq. ft. of GFA
Bank/Financial Institution	One space for each 200 sq. ft. of GFA
Bank/Financial Institution Drive-in	4.00 stalls per 1,000 sq. ft. of GFA
Beauty and barber shops	One space for each 75 sq. ft. of GFA
Bed and breakfast inn	One space for each guest room
Book Store	0.89 spaces per 1,000 sq. ft. of GFA
Building and Contractors Office	One space for each 800 sq. ft. of GFA
Carpet Store	1.79 spaces per 1,000 sq. ft. of GFA
Coffee/Donut Shop (without drive-through window)	14.44 spaces per 1,000 sq. ft. of GFA
Coffee/Donut Shop (with drive-through window)	10.40 spaces per 1,000 sq. ft. of GFA
Copy, Print and Express Shipping Store	3.00 spaces per 1,000 sq. ft. of GFA
Convenience Market*	3.11 spaces per 1,000 sq. ft. of GFA
Convenience Market (with gas pumps)	8.38 spaces per 1,000 sq. ft. of GFA
Discount Club*	2.90 spaces per 1,000 sq. ft. of GFA
Drug Store with Drive-Through Window	2.39 spaces per 1,000 sq. ft. of GFA
Drug Stores without Drive-Through Window	2.94 spaces per 1,000 sq. ft. of GFA
Dry Cleaners	1.40 stalls per 1,000 sq. ft. of GFA
Electronics Store	3.03 spaces per 1,000 sq. ft. of GFA
Farm supplies	One space for each 800 sq. ft. of GFA

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1

Activity	Parking Standards
Furniture, home furnishings, appliances	1.04 spaces per 1,000 sq. ft. of GFA
Sporting Goods Store	1.78 spaces per 1,000 sq. ft. of GFA
Home Improvement Store	3.19 stalls per 1,000 sq. ft. of GFA
Heating, air conditioning, plumbing equipment store	One space for each 400 sq. ft. of GFA
Heavy equipment, farm equipment sales and repair	One space for each 300 sq. ft. of GFA
Hotel	1.20 spaces per room
Hotel: Business	.66 spaces per room
Hotel: Resort	1.29 spaces per room
Household appliances, furniture, small engine, TV repair	One space for each 300 sq. ft. of GFA
Liquor store	2.98 spaces per 1,000 sq. ft. of GFA
Lumber Yard/Building Materials	One space for each 400 sq. ft. of GFA of structure and storage area
Nursery	One space for each 400 sq. ft. of structure and permanent outside display and sales area
Medical: Dental Laboratories and Offices	3.20 spaces per 1,000 sq. ft. of GFA
Medical: Surgery Center	5.67 per operating room
Medical: Clinics	4.94 spaces per 1,000 sq. ft. of GFA
Motels	0.71 spaces per room

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1

Activity	Parking Standards
Multiple Use Shopping Center: Two or more structures or uses within an single-building with shared parking:	4.67 spaces per 1,000 sq. ft. of GFA
Office Supply Store	0.61 spaces per 1,000 sq. ft. of GFA
Paint, glass and wallpaper store	One space for each 400 sq. ft. of GFA
Pet Supply Store	1.17 spaces per 1,000 sq. ft. of GFA
Post Office	33.20 spaces per 1,000 sq. ft. of GFA and 2.01 spaces per employee
Professional office building for accountants, attorneys, engineers, government, etc.	4.15spaces per 1,000 sq. ft. of GFA
Radio/TV Studios and Offices	One space for each 300 sq. ft. of GFA
Real Estate Office	One space for each 200 sq. ft. of GFA
Residential Mini-Storage	One space for each 300 sq. ft. of GFA of office space
Restaurant, Cafe (sit down)	16.41 spaces per 1,000 sq. ft. of GFA
Restaurant Fast-Food (without drive-through window)	12.40 spaces per 1,000 sq. ft. of GFA
Restaurant Fast-Food (with drive-through window)	9.98 spaces per 1,000 sq. ft. of GFA
Retail service establishments listed or not listed in Chapter 10.28, Table A but not listed in this table	One space for each 300 sq. ft. of GFA
Retail trade establishments listed in or not listed in Chapter 10.28, Table A but not listed in this table	

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1

Activity	Parking Standards
Less than 4,000 sq. ft. of GFA	One space for each 300 sq. ft. of GFA
4,001 to 10,000 sq. ft. of GFA	One space for each 350 sq. ft. of GFA
10,001 to 25,000 sq. ft. of GFA	One space for each 400 sq. ft. of GFA
Greater than 25,000 sq. ft. of GFA	Three space for each 1,000 sq. ft. of GFA
Service Station with or without Convenience Market	0.75 spaces per fueling position
Shoe sales, repair or shine	One space for each 300 sq. ft. of GFA
Supermarket	3.92 spaces per 1,000 sq. ft. of GFA
Tavern, bar, dine-drink-dance establishments	One space for each 75 sq. ft. of GFA
Toy/ Children's Store	1.94 spaces per 1,000 sq. ft. of GFA
Waste material processing and junk handling	One space for each 500 sq. ft. of GFA
Transportation	
Bus terminal, dispatch office, storage and maintenance facility	One space for each 500 sq. ft. of GFA
Air, rail and truck terminal	One space for each 300 sq. ft. of GFA
Taxicab terminal, dispatch office, storage and maintenance facility	One space for each 300 sq. ft. of GFA
Utilities	
Utility services	One space for each 800 sq. ft. of GFA
Wholesale Trade	
Warehousing	0.51 spaces per 1,000 sq. ft. of GFA

City of Selah Zoning Ordinance, Title 10, Chapter 34, Table 34-1

Activity	Parking Standards
Wholesale trade	Two space for first 1,000 sq. ft. of GFA plus one space for each additional 3000 sq. ft. of GFA

Abbreviations/Symbols: GFA – Gross Floor Area sq. ft. – Square Feet

Addition of the Following Definitions to Appendix A TO CHS. 10.02 THROUGH 10.48

Definitions

"Agricultural product support" means a business that provides a product or service intended for use in the processing, storage, preservation, or distribution of agricultural commodities. This definition does not include agricultural processing, storage, preservation, distribution, and related uses.

"Athletic Club" means a privately owned facility that offers comprehensive athletic facilities. These facilities typically have one or more of the following: tennis, racquetball, squash, handball, basketball and volleyball courts; swimming pools; whirlpools; saunas; spas; exercise and weight rooms. They often offer diverse, competitive team sport activities and social facilities. These facilities are membership clubs that may allow access to the public for a fee.

"Beverage industries" means the production, processing, and/or packaging of milk, soft drinks, beer, wine, fruit juices and other drinks.

"Campground" means an area or tract of land upon which two or more campsites are located, established or maintained for occupancy by individuals using tents, or camping quarters other than recreational vehicles as temporary living quarters for recreation, education or vacation purposes.

"Commercial services" means technical services and specialized care services such as lawn and garden care and delivery services, except as otherwise regulated.

"Community center" means a facility owned and operated by a public agency or nonprofit corporation, provided the principal use of the facility is for public assistance, community improvement, or public assembly.

"Community Center Recreational" means a recreational community center that is a stand-alone public facility similar to and including YMCAs. These facilities often include classes and clubs for adults and children; a daycare or nursery school; meeting rooms; swimming pools and whirlpools; saunas; tennis, racquetball, handball, basketball and volley ball courts; outdoor athletic field/courts; exercise

classes; weightlifting and gymnastics equipment; locker rooms; and a restaurant or snack bar. Public access is typically allowed but a fee may be charged.

"Concentrated animal feeding operation" means a structure or pens for the concentrated feeding or holding of animals or poultry, including, but not limited to, horses, cattle, sheep or swine. This definition includes dairy confinement areas, slaughterhouses, shipping terminal holding pens, poultry and/or egg production facilities and fur farms, but does not include animal husbandry.

"Converted dwelling" means a structure, which, due to interior alterations, has been modified to increase the number of individual dwelling units. This definition does not apply to multifamily structures constructed under the provisions of this title.

"Convenience Market" means a building not greater than four thousand square feet, which is open 24 hours per day, and sells convenience foods, newspapers, magazines and often beer and wine; they do not have gasoline pumps (see ITE Parking Generation Manual for definition of Convenience Market with gasoline pumps).

"Discount Club" means a store or warehouse where shoppers pay a membership fee in order to take advantage of discounted prices on a wide variety of items such as food, clothing, tires and appliances; many items are sold in large quantities or in bulk.

"Floriculture" means the cultivation and management of ornamental and especially flowering plants.

"General Retail Sales (not otherwise regulated)" means land uses as specified below, but are not limited to, and uses which meet the definition of retail trade.

Addressing, mailing, and stenographic services	Toy and hobby stores
Antique stores	Jewelry, watches, silverware sales and repair
Artist's supplies	Music stores/instrument sales and repair
Bakeries	Secondhand stores
Book stores	Paint, glass and wallpaper stores
Stationery and office supplies	Pet stores and supplies/grooming
Camera and photographic supplies	Printing, photo copy service

Clothing, shoes, and accessories	Sporting goods and bicycle shops
Computer and electronic stores	Video sales/rental
Collectables (cards, coins, comics, stamps, etc.)	Gift shops
Department stores	Discount store
Drug stores and pharmacies	Variety store
Fabric and sewing supplies	Specialty shops
Florist (indoor sales only)	Small appliances
Specialty food stores	TVs, business machines, etc., sales

"Health/Fitness Club" a privately owned facility that primarily focuses on individual fitness or training. Typically, they provide exercise classes; weightlifting, fitness and gymnastics equipment; spas; locker rooms; and small restaurants or snack bars. This land use may also include ancillary and limited retail. These facilities are membership clubs that may allow access to the public for a fee.

"Massage therapy/spa" means a scientific or skillful manipulation of soft tissue for therapeutic or remedial purposes, specifically for improving muscle tone and circulation and promoting health and physical well-being. The term includes, but is not limited to, manual and mechanical procedures for the purpose of treating soft tissue only, the use of supplementary aids such as rubbing alcohol, liniments, oils, antiseptics, powders, herbal preparations, creams or lotions, procedures such as oil rubs, salt glows and hot or cold packs or other similar procedures or preparations commonly used in this practice. This term specifically excludes manipulation of the spine or articulations and excludes sexual contact.

"Meeting hall" means a private or quasi-private facility in which defined groups or organizations come together for meetings and social events. Includes private bridge club-type card rooms, grange halls, etc.

"Mixed-use building" means a building in a commercial district or planned development used partly for residential use and partly for a community facility or commercial use.

"Multiplex Movie Theater" means a movie theater consisting of audience seating, a minimum of 10 screens, a lobby and a refreshment area. The development

generally has one or more of the following amenities: digital sound, tiered stadium seating and movable or expandable walls.

"Multi-Purpose Recreational Facility" means a recreational facility containing two or more of the following land uses combined at one site: miniature golf, batting cages, video arcade, bumper boats, go-carts, and golf driving ranges. Refreshment areas may also be provided.

"Pet" means a domesticated animal kept for pleasure or as a hobby rather than utility including but not limited to: fish, dogs fewer than four, cats fewer than six, hen chickens (no roosters) fewer than five, and rabbits fewer than five.

"Pet day care" means a building or structure in which an agency, person or persons regularly provide care for pets, but not including overnight stays. Uses not meeting this definition shall be considered kennels.

"Planned development" means any development within the City of Selah Urban Growth Area approved under SMC Chapter 10.24 or previous planned development ordinance (i.e., planned residential development, planned commercial development, planned industrial development, and planned mixed-use development).

"Sign manufacturing and assembly" means the design, manufacturing, and assembly of metal-cased, thermo-formed, wooden, stone, neon, internally lit, or electronic signs.

"Social card room" means a commercial facility, or a portion thereof, open to the general public, in which house-banked social card games are played, as that term is defined by RCW 9.46.0282 (or as the same may be subsequently amended hereafter), or in which other activities occur that constitute gambling and are authorized by the Washington State Gambling Commission under RCW 9.46.070 (or as the same may be subsequently amended hereafter), to the extent that said activities include any gambling activity engaging in the use of, or associated with, slot machines (whether mechanical or electronic) or any gambling activity engaging in the use of, or associated with, any other electronic mechanism including video terminals.

"Technical equipment sales" means the sale of medical, dental, fire suppression, restaurant equipment, etc.

“Wineries/Breweries” means a winery or brewery for processing and manufacturing purposes only, with limited wholesale trade incidental to the primary use. Wineries and breweries are categorized as follows:

“Basic” does not have a commercial tasting room or restaurant;

“Resort/destination” has either a commercial tasting room or restaurant. This type of winery or brewery is located on a site larger than five acres in size. It could typically be associated, or compatible with: high density residential, resort lodging, or a bed and breakfast;

“Retail” has either a commercial tasting room or restaurant.