

**Town of Eatonville**  
**PLANNING COMMISSION MEETING**  
**MONDAY 6:00 PM, JULY 2, 2007**  
**COMMUNITY CENTER**  
**305 CENTER STREET WEST**

**Chairman Lind** called the meeting to order at 6:00PM .

**Commissioners Present:** Lind, Beach, Valentine, Schaub, Harris, Harper and Frink entered after meeting started.

**Town Staff Present:** Mayor Smallwood, Nick Bond, Ed Hudson, Gary Armstrong and Karen Bennett.

**Approval of agenda:** approved unanimously.

**Approval of minutes for June 18, 2007:** Beach motion for approval, Harris seconds. Approved unanimously.

**Communications and Announcements:**

**From Commissioners, Town Officials, other government bodies:**

**Mayor Smallwood** Nick Bond and I went to the Pierce County Planning Commission meeting and plead our case for the addition to the Randle and Weyerhaeuser area. We gave testimony but do not know what the results are. We also rescinded some of the growth management area to try and get it through. If anybody would like to write a letter it needs to be in by July 13 to the Pierce Country Planning Commission and get a hold of Nick or Gary Armstrong if you are interested in testifying. The second part was the county part of the our overlay for our airport. They had a hearing on that and both Nick and I got up and testified. It looks like there is a bit of a double standard between Eatonville and Shady Acres on the required overlay area. I got so interesting that the Planning Commission asked us for all of our notes and all our information that we sent to the Growth Management Hearings Board to find out if there was any inequity. The state got up and testified different than they did with us.

**Nick Bond** the interesting thing about the proposal for Shady Acres was that they did not deviate from FAR77. Eatonville deviated from FAR77 in our initial regulations which was part of our problem. The state apparently allowed them to deviate significantly from the overlay zones and actually they eliminated an entire half of their runway. The overlay zone goes from the center line of the runway to the north but not to the south. They eliminated zones three and six and the overlay zone is actually a square rather than the perimeter that we had established for ours. Our overlay was on the map right next to Shady Acres because they adopting our overlay out into parts of the county surrounding the Town of Eatonville Airport and the Planning Commission had some questions as to why ours looked so different than that of Shady Acres. Shady Acres is adjacent to the Frederickson Employment Area. I think they have significant weight and if came down to it, it's Frederickson their commercial and industrial development verses a small airport that hardly gets used and the airport would probably disappear without that type of deviation. Whereas

in Eatonville we have very little development surrounding our airport and they wanted to impose, while they still could, the most strict regulations in terms of a overlay. I think that's where the double standard came in.

**From the Public:** There was none.

### **Public Hearings: Mashell Meadows Public Hearing**

**Lind** this hearing is continued from our last meeting. Qualified witnesses and swore in individuals for testimony. Let the record show that there has been no comment by commissioners or public concerning ex parte communications for this public hearing.

**Bond** review the most recent Table Of Contents. First is the staff report which is now twenty-nine (29) pages. I provided an additional two pages at the request of Chairman Lind. He requested that I remove some signature lines from the back pages of your report and those replacement pages were passed out. The second addition to the Table Of Contents, which I have not yet handed out because I want to wait until there comes a time where we are going to need a question I have a suggested motion for approval which I will hand out after the break if we get through the testimony this evening. The next item on page two of the Table Of Content which is added as Exhibit S. This was a Mill Pond Environmental Assessment data. This was provided by E3RA and since then, tonight I have had a second, more complete report from E3RA that I have passed out. I would like to add that as Exhibit S Version 2. I will note that on the final documents. The next exhibit which was added was Exhibit W Version 2 which is a new Memorandum Of Agreement which was distributed by e-mail over the weekend and I have provided you with a printed copy. We are sorry that this arrived late, unfortunately the Attorney for the applicant has a health condition and he had to have surgery on Friday so there was a bit of difficulty getting it prepared on time. The next exhibit, Exhibit Z. I prepared version 2 which went out in your packets on Friday, however, since then there is a version 3 which I have prepared which has one change and I have highlighted that change in yellow. That was at the request of the applicant and I will get into more detail in a minute. On page three of the Table of Contents all of the exhibits have been added. Exhibit HH is a letter from the applicant, which was submitted at the last meeting. JJ is a wetland report regarding the status of the Mill Pond. I had this prepared in anticipation that there maybe some questions coming up as to the status of the Mill Pond. I wanted to verify that it is a man made feature. I had a wetland biologist who identified that as a man made feature and prepared a report. Unfortunately, I could not open my e-mail before the last meeting to get it printed in time. Exhibit KK is an example of a previous project that the applicant prepared called the Park Place Townhomes and it is an example of 16' or 15 1/2' foot wide units. You had requested what some of things were going to look like so this is a sample of project that has been done. Exhibit LL is the audio transcripts from the Town Council meetings of 5/14/07 and 5/28/07. I know written transcripts had been requested, however, due to cost we only provided the audio recordings. Exhibit MM is another project done by the applicant called the East Grove Cottage Project. Exhibit NN is another project, Blueberry Circle Duplexes. Exhibit OO was the Puyallup Highlands Townhomes Project. Exhibit PP was the Edgewood Flower Farm Townhomes and Exhibit QQ is the e-mails regarding the transcript request. We had a discussion between the Chair and the Attorney and the Mayor regarding the status on getting the transcripts and in the end we agreed to give audio transcripts but the Chairman asked that

that be added to the record in case any questions came up later about the Developer Agreement.

**Bond** the first item I would like to take up is Exhibit Z which is version three which was handed out before the meeting. You also received Exhibit Z Version 2 in your packet and I would like to outline the changes that have been made to Exhibit Z Version 3. The primary change is in Single Family Design Standards. After talking to the applicant today he did not get a change to review these until over the weekend and then he contacted me today and he had some concern about the Single Family Design menu which I had chosen which included a provision that the applicant would pick three of the following seven requirements. One of his concerns was that he would be narrowing his ability to sell these to a number of contractors who have set programs for housing that they like to build and one of the things that was pointed out was that if a number of lots are sold to a single builder you get architectural variety by requiring that there be a certain number of variation that you don't duplicate units within a certain proximity of other units. But at the same time the architectural consistency that you get by having one builder building multiple units is a real positive thing for a community rather than having lots being built by individual builders with individual designs. It is important to have variety in the types of housing that the actual model of housing that you have and that you don't have identical units going up next to each other but there is something nice about having the same builder, same company providing materials for the siding even though it's different siding texture and siding materials and colors. You get consistent landscaping by having that. By excluding larger builders like Quadrant or other home builders who produce a pretty good home for the money and what we decided to do was insert a provision. Number one we expanded, on page two, Condition D, number two it says single family detached units. The first provision was that we said that single family units on the same street and of the same model or floor plan shall be separated by at least seven other models or floor plans and that reverse floor plan units shall be separated from the units of the original configuration by at least three units. Therefore you have seven units in between any duplicates so you get a pretty good separation and a pretty good variety of housing. By doing that you are going to end up with ten or twelve different types of housing. The second provision that I included in here was that single family detached units shall incorporate three of the following design elements, except that this requirement shall be waived for a particular group in the event that any of the lot groups one through six, as shown on page seven, are sold and constructed by a single home builder resulting in varying plans with architectural consistency. If you turn to the back page of Exhibit Z, Version 3 there is a map where I have broken down all of the single family sections of the development into groups. There is group one through six. I idea is that if those groups are sold to a single builder it is going to result in a very consistent street in terms of what actually gets built. But you will still have a variety due to the lack of repetition and being able to sell these groups to a single builder to create that consistency is probably more important than the actually implementation of the three of the twelve following design elements. If the developer decides to break one of these blocks up and sell them to individuals who are going to be building the houses according to their own plans you are going to have much less consistency. The other changes in Exhibit Z is in multi-family design standards and duplex design standards. The applicant has thirty duplex units that they talked about for senior housing and those are located down on the Mill Pond. Those footprints are taken from a very specific design that he has used before. Rather than trying to come up with a menu on how to differentiate these we decided that the duplexes shall be

constructed similar to the diagram Exhibit NN. Modifications which result in a superior architecture design maybe approved by the Planning Director and the duplex units shall utilize a variety of color schemes and finishing details. Like duplex units shall not abut any unit of the same color scheme or shares near identical architectural details. This insures that they can produce an affordable senior housing unit that is practical from a floor plan layout. These are all one story units so it a little bit more difficult to incorporate a whole lot of diversity in the design. It does insure that there are different colors and have a little bit of different architectural detailing. The multi-family standards we took the approach of creating a menu where by the applicant was going to be required to pick three of the following design elements, incorporate them into the façade of the units of the street facing sides of the units. What I did was I looked at all of their previous designs, which I all felt where pretty acceptable designs. I think that I had some misconceptions, at first, about what type of Townhomes where being built and after seeing the diagrams I was more enthusiastic and supportive of the actual designs. I found that all of the units had at least three of the designs which I listed numbers one through seven. By letting people pick there is going to be a whole lot more flexibility than the design process and you are still get a result that is pretty positive multi-family Townhome aesthetic. The seven menu items which can be selected are 1)the use of functional upper story balcony and covered patios or a covered pedestrian oriented front porch of sufficient size to allow for it's use as a living area. An example is enough room for a couple of outdoor chairs on the front porch. The other option on number one a dramatic front entry which can be clearly identified as a focal point of the home. We are really giving a focus in the house to the living space either through a balcony or through the front entry way of the house. The second of the menu items it the use of a single car or tandem garage as opposed to a two car garage which has a much wider garage door and dominates the architectural scale of the building. This will insure that the living space gets adequate emphasis as it is seen from the street. The third design item was three roof pitches per unit and if you look at Exhibit O those units all have multi-pitch roofs which architecturally give those units a more positive aesthetic. Number five, the glazing area of the front façade would be equal or greater to forty (40) percent of the total area of the front façade on the house. That insures that at least forty (40) percent of the front of the building is windows. By going to fifty-five (55) percent of the front façade as windows you knock out two of the three requirements. I think window glazing are one of the best ways to make multi-family unit look attractive. I would really like to encourage that so that there is an opportunity to kill two of the three with simply having a good amount of windows. The final option would be to use one or more of the following on the street facing façade of each unit within a proposed multi-family building: chimneys, cornices, architectural window treatments (such as ledges, shutters, arches, keystones, or some other trim if approved by the planning director), bay windows, columns or high quality supports and the use of cantilevering. The remain conditions for multi-family units is that no matter what if there is a front entry garage there shall be a minimum of ten (10) feet in glazing area per garage bay on the second floor of the home in the area above the garage. Even if you don't select windows as one of your three menu items you still have to emphasize some living space above the garage door. Fences shall be made from materials consistent with the materials and workmanship of the associated homes. Wood fences 3-6 feet in height are preferred. There were no other significant changes to the design guidelines. Version three is something that I can live with and the applicant seems to be satisfied with and will give us a more positive result than if we didn't have any architectural standards. That concludes Exhibit Z.

**Lind** Mr. Green are you in agreement that the document, Exhibit Z, that Mr. Bond has reviewed that you and he have agreement on that?

**Paul Green**, Azure/Green Consultants, 409 East Pioneer, Ste. A, Puyallup, WA 98372

Yes sir, we are willing to live with that. We wanted to be a little bit more flexible for us but we can make this work.

**Frink** on item F. The following materials are prohibited. What are you suggesting for siding?

**Bond** the siding is called out Section D-1 on page two. There are eight different siding materials, including one option for the Town Administrator to approve other materials provided they are high quality and enhance the character of the community and materials reduce the visual bulk of large buildings. There is some flexibility built into what you can use we are just trying to deter some specific materials that, given the density and type of development we really want to keep things looking as nice as possible.

**Bond** the next issue any potential contamination of the Mill Pond. I did send out Exhibit S, Version 1. I sent out the analytical data which was collected by E3RA and then tonight I passed a subsequent report which has a couple of pages explanation of what was tested and why it was tested. I haven't had enough time to talk to the consultant and I would like to give him the opportunity to give a brief statement about what he tested, how he came to the conclusion to test what he tested and what he found.

**Lind** Mr. Henry if you would give us a short curriculum vit so we know what kind of expert you may be on it.

**Doug Henry**, E3RA, 9802 29<sup>th</sup> Avenue West #B102, Everett, WA 98204

I hold a BS in environmental chemistry from Western Washington University. I have been involved in environmental clean up and mediation for the last 15 years with AMAC Earth and Environmental and the company that I am at now, E3RA.

**Lind** what type of certifications do you hold?

**Doug Henry** I hold one. It is unrelated to the environmental, it's a Certified Industrial Hygienist. I'm certified through the American Board of Industrial Hygiene. It's not really applicable to environmental but it's involved in more occupational safety and health. But it is a very difficult certification to get.

**Lind** thank you. Continue.

**Doug Henry** let me back up just a little bit because I think the history of all the environmental assessments it's important to understand why we came to looking at the Mill Pond. As of three weeks ago the Mill Pond really wasn't a consideration for potential contamination. It started with a Phase I Environmental Assessment that was done by the owner of the site at the time, Joseph Hamilton. I was done by GeoEngineers, and please stop me if you have already gone through this, but I think it's important. The Phase I Environmental Assessment is done according to ASTM Standards, which is American

Society For Testing Materials. They look at very specific potential contaminants, and they call them Recognized Environmental Conditions (RECs). To paraphrase, just any environmental contaminant and hazardous material that is released or a material threat of release. So it looks at all potential sources of environmental contamination. Now the Phase I that was done by GeoEngineers really did not leave any stone unturned. Even going down calling an outhouse a recognized environmental condition. Very typically when we have a Phase I when there is a potential issue it is very common to move on to the next phase which is called a Phase II. And it is at this point when E3RA got involved. We did a Phase II of the site back in March 21, 2006. What our task was is to go through and look at all the recognized environmental conditions that were identified by GeoEngineers and to come to a. When they say it's a recognized environmental condition the Phase I does not involve any sampling. It's all based upon historical research. It's based upon information presented by individuals knowledgeable of the site. That would include the owner and also include the Fire Department or anybody that has knowledge of the site. Phase II gets more involved and we start looking for potential environmental contaminants. At the completion of our Phase II only one recognized environmental condition remain and that was an underground storage tank that's near the center of the site that was full of Bunker C fuel and it appeared that it had leaked. It was probably used for firing the power house back when it was a lumber mill. The reason that I go through that is that you had two environmental consultants on site. GeoEngineers did a walk through and investigated that site. E3RA did the same thing, basically followed in the footsteps of GeoEngineers looking for potential environmental conditions. Under no circumstances was anything identified by others consultant as to the contaminants that could possibly impact that Mill Pond. And that was it, that's why it was never brought up, it was never addressed. And then Paul Green came to me and asked that there was a potential concern associated with the Mill Pond. My first response was there is not reason to go look for it because there is no indication that the contaminants that could potentially get into the Mill Pond. But to go one step further it did research and looked at what potential contaminants you would find in a site associated with a lumber mill and the only one that comes up would be during the treatment of wood processing. Of course you can have spills from releases of petroleum. You can have an underground storage tank that has leaked, as in this site. But other than petroleum hydrocarbons there wasn't anything on a lumber mill, this one or really any other that is a potential environmental contaminant. So that lead us to say well if we are going to look for anything that is concerning in the Mill Pond then let's go look for petroleum hydrocarbons. So what we chose to do is do an analysis called a HDIC, it's Hydrocarbon Identification and it looks for the range of hydrocarbons that include gasoline, which is lighter, then diesel and then heavier fuel, like the bunker C motor oil. And that is the typical first step that one would do when they are looking for contamination, whether it be an underground storage tank at some ones house or at a gas station or anywhere. If there is no indication that there is contaminants present then you really stop analysis at that point. As far as the Department of Ecology is concerned you had no release and you don't need to proceed and further. Now if you were to identify gasoline or some other contaminant then you would go further and start analyzing for others. In this case we went out and we sampled five locations in the pond. We actually floated out on a boat and we cored down through the waters about eleven feet deep and we pounded a split spoon, which is kind of a hollow augur to a depth of eighteen inches. Extracted that soil and we analyzed five samples for the HDIC analysis that I just discussed. In all instances the soil came back none detect, below the laboratories detection limit for gasoline, diesel, motor oils and heavy oils. Those detection limits are

below any regulatory clean up. At that point, say if we had some idea that somebody reported at some point some one backed a tanker truck and dumped oil into that pond that is how we would proceed and from what we have seen there is no indication of that. Department of Ecology would say that you were done and you no longer need to investigate that any further. That is why we analyze specifically for petroleum because there really isn't anything that suggests that there is a contamination, except that we know that there was equipment on site, we know that there was bunker C on site, we know that there was motor boats in the pond to push around lumber and these are all petroleum type potential contaminants and that was it. That's about all I have got.

**Lind** where you also involved in the testing throughout the rest of the site and are you prepared to answer questions on that if you where?

**Doug Henry** yes I was, well I was not, my colleague Chad Keen he does the sampling. I am his Supervisor. I review the analytical data, I work with him, select sample locations. I assist him in the interpretation of the analytical data and how that correlates the regulatory requirement and then I sign the report as if I was there and on site.

**Lind** there was some previous questions about at least one place that the limits shown where greater than the Federal limits indicating there might be a potential contamination. Could you go to those and cover those.

**Doug Henry** at the end of the Phase II we determined that, as I said there is an underground storage tank that is in the middle of the property and it looks like it was used to store Bunker C, Bunker C is still in it. I think it was used for fueling locomotives or some other type of power plant. This is a concrete bunker and it leaked. There is Bunker C in contact with soil. The nice thing about Bunker C is that it is very heavy and it does not move very far. We have not done any additional testing to get an idea how big the plume is because the contaminants are going to move away from it. Or how deep the contaminants have gone. Typically when you are talking about diesel and even more so when your talking about Bunker C which is almost solid at cooler temperatures it's not going to move very far away. There is a clean up that definitely needs to go on out there as far as the Department of Ecology is considered. I don't know if the Department of Ecology been notified that it needs to be cleaned up. It's just a matter of removing the contaminated material and soil, documenting that through testing after the excavation is done and that is essentially the best way to clean that up. It's extremely unlikely, not even plausible, that based upon the location of that tank and the location of the Mill Pond and because it is a heavier oil that it would not be able to migrate that far into the Mill Pond.

**Lind** is your testimony such that as construction continues that there will be other laws and regulations that will require you to do some additional testing and may trigger clean up under other additional regulations and laws.

**Paul Green** as purchasers of the property and in our personal sales agreement with the Hamilton's we are going to insist that the clean up all occur before we go and title the property. That will be one of the first things that happens before we close on the property that that clean up is going get finished up and EPRA is going to have to go back out and test

and certify that everything is gone and it is cleaned up and provide the proper reports that we can submit to ecology.

**Valentine** I noticed on two different reports that there was an estimated size of that bunker or that container. One had estimated to be at 2,100 gallons and estimated was 420 gallons of fuel left in it. The second report indicated it's 20,000 gallon capacity with 4,000 gallons of bunker fuel. Which one is correct?

**Doug Henry** the one that E3RA did, of course, is the right one. At the time that GeoEngineers did their Phase I assessment that tank was covered. We had the luxury of seeing the exact dimensions of the tank. Also, we could get an idea of the thickness of the walls and so it was pretty easy math and we could dip the tank and see the depth of it. We are pretty confident of the size of the tank and I'm not exactly sure whether we dipped the tank or we relied upon the depth of somebody else. I have to go back and read this, it was a while ago. We are basing this on the size of the tank. GeoEngineers didn't really get a chance to see because by the time we got out there it had been completely excavated. It was free standing at that point.

**Valentine** how will that be handled? Will it be pumped out and removed?

**Doug Henry** the first thing to do is that the Bunker C would be taken out and usually recycled. It's a source of fuel to be used by somebody. Then the tank will be cleaned the best that it can and since it is a concrete tank it will just be broken and sent off for recycling or probably go to an asphalt plant because it's a perfect medium for them. Then the soil will be dug out until there is no longer any indication of petroleum contamination and the confirmatory soil samples will be collected.

**Valentine** around that bunker it made mention of impairment of site. I believe it was in test bit five. What do they mean by impairment? Is that the distance around the tank. It was April 7<sup>th</sup> report and it basically just stated that it recognized two REC's in that area. One was asbestos and the other was the oil. It made reference that an environmental condition represents a threat of impairment to the LSE site. I am wondering what you mean by impairment. Is that one acre, three acre, twenty feet, nine foot down.

**Doug Henry** we do not know. We know that the contamination has leaked but our Phase I was really limited to identify many REC's, the USD being one of them. If we are really interested they will find out the extent of that contamination. Then we need to start moving outwards and start looking in different locations and see how far it is both laterally and vertically. From a cost stand point it really makes more sense if we know that we are going to develop the property rather than spend, it could be up to ten thousand dollars to go in and do what the analytical to determine the extent of it. At this point, let's just dig it out and get rid of it. Based upon the fact that it is Bunker C we don't anticipate it going all the way across the site it is going to be fairly contained.

**Bond** we are pleased with the way things have developed and also how quickly we able to get these results. One thing that I am recommending when we get to a point where we make a motion to recommend this is that the recommendation be on the condition that it is understood by the applicant that the town will not take ownership of the Mill Pond until it's

performed its due diligence, including its own Level II site assessment for the property for which it made take ownership. That's the only thing that I want to go on the record and it something that the town, from a legal standpoint, will have to look at before we take title to any property for the site.

**Lind** you heard what Mr. Bond proposed, are you in agreement with that?

**Paul Green** well I recommended it to him. I believe that to get protection under the Phase I and Phase II environmental assessments that you probably need to be the name client for the consultant and I recommended to them that the city pay for their own Phase II report before they go and title the property. Same thing we did, we did not rely on GeoEngineers work that was done for the Hamilton's we hired a professional to do similar work for us so we would be covered by the due diligence.

**Bond** reviewed the changes to the Staff Report, Version Two. Page Two, the first change that I made was just acknowledging that the proposed PUD in preliminary sub-division meets the above density requirements as contained in Section E of the mixed use zoning requirement. The next Section F, maximum lot coverage. Changed the wording of my staff findings on this to reflect something which is contained within the Developer Agreement. Simply stating that the applicant has requested in the proposed Developer Agreement that the above maximum lot coverage of fifty (50) percent should be applied to the entire site to be developed in accordance to Condition forty four (44) which requires that the building envelopes be identified all lots prior to final approval. I am recommending that we take this fifty (50) percent lot coverage because we established a mixed use zoning which encourages a variety of housing types, yet it doesn't take into consideration that certain condominiums aren't going to cover an entire lot and condominiums often have common open spaces opposed to independent yards. The next section that is modified is Section H on page three. It requires that only the garage has to be set back eighteen (18) feet from the back of the sidewalk or twenty (20) feet from the back of the curb to allow a parking space but that the house can still come within the fifteen (15) feet allowed by the underlying zoning. The next condition, each unit is going to have two offsite parking spaces required per residential unit and that is Section L on page three. Chapter 1805 should apply for commercial uses and those parking requirements. The next modification is on page six. Section B this has to do with parking and the idea that you want to have enough room to park a car in front of a garage door without obstructing the sidewalk.

**Beach** when you say sidewalk does this also mean the sidewalk coming from the unit to the sidewalk along the street?

**Bond** no, it is only the public sidewalk.

**Beach** what I have noticed is that in their drawing they have a number of these sidewalks that connect to the driveway and if the driveway is suppose to be the second place for a vehicle to park then something is being obstructed.

**Bond** that is an on-site issue on the individual lots and I don't have a problem with that being a condition.

**Paul Green** it is normal for a front porch to have a fairly short sidewalk that comes over and goes onto the driveway so that you can get out of your car, walk on your driveway, get on that little sidewalk and go to your front porch. To require that the walkway from your front porch to go clear over the driveway all the way out to the street just covers more of the ground with concrete and takes away landscaping I don't think that it is necessary, there is plenty of room to walk along side your car to go to your front door.

**Beach** it seems to me that this obstructs the sidewalk. The driveway is either a sidewalk or it's a driveway.

**Paul Green** the sidewalk that Nick and I have been talking about in the conditions is the one that is on the street parallel to the curb not a walkway that is going up to your front door. We generally don't refer to those as sidewalks that's part of your artscape or your landscape design in your house.

**Bond** I don't anticipate this being a major issue and I think that the final designs are going to be worked out possibly by another developer who has their own idea of what they want to build on the site. As long as it conforms to our requirements it's fine.

**Bond** the next change that was made on page seven. My findings regarding landscaping, number one we are requiring that landscaping plans be designed for all areas of open spaces, common space, all the landscape buffers, pocket parks and parking areas and they should be in conformance with the rendition label Mashell Meadows Map I. The construction of the improvement shall conditions of final plot approval. The plan shall comply with the minimum of C2 zoning landscaping requirements. Landscaping standards for all residential units and commercial buildings shall be specified by a landscape architect. These specifications must be approved by the Planning Director and shall be adhered to as a condition for building permit and occupancy within the Mashell Meadows PUD subdivision. The last point is that it is going to be recorded in the covenants that the homeowners are responsible for the maintenance, the landscaping strip on their adjacent property frontage. The next change to the report is on page ten, section F which is the review criteria for planning of developments.

**Lind** would you turn back to page eight and go down to the bottom and it says informal review is on going and speak about that.

**Bond** section E, which you are referring to is the application process. Spoke about the review process.

**Bond** review of section F, page ten, eleven and twelve. Made general changes to the description of how the development benefits the community. It includes a description of the open space and the public dedications that are being made by the developer. Next change is on page twenty one (21). These are the actual conditions for approval. The first change is on page twenty one (21) is condition number twelve (12). This change comes from Mart Kask after reviewing the previous report. Rather than specifying a dollar amount to contribute to the Center Street improvements we actually wanted to base it on the engineers estimate when they become available. Condition twenty nine (29) is the next change which is on page twenty three (23).

**Lind** if you would move back to thirteen (13) I believe that there was a change there.

**Bond** Mart also suggested that for thirteen (13) and fifteen (15) that on Weyerhaeuser and Madison that we install left turn lanes for vehicles leaving those streets to make left turns heading west bound onto Center Street. Moving on to condition twenty nine (29), Exhibit Z, Version III the architectural standards shall be recorded as covenants and shall be administered by the time of plan and building review. Condition thirty three (33) this again deals with garage door setbacks. Condition thirty four (34) has to do with lot coverage and allowing that we look at the net site coverage opposed to the individual lot coverage and take into consideration these multi-family units that are being developed at higher lot coverage's than the single family units are being developer. Condition thirty seven (37) on version two states the applicant shall involve the Nisqually Indian Tribe in the design and review of the weir proposed for regulating the level of the Mill Pond. The ultimate approval of said design and review shall be made independently and unilaterally by the town after consideration of any comments offered by the Nisqually Indian Tribe. That was a request on the part of the applicant that we add that last sentence. Next change is condition forty five (45). After reviewing the Public Works Standards the minimum standard for a cul-de-sac is sixty (60) feet and this cul-de-sac is not a typical cul-de-sac where were proposing to put lots around it. There is going to be no parking in it so the minimum standard is sufficient for a fire truck turn around. Next modification is fifty nine (59) and this states that the asbestos containing building materials as identified in the Asbestos survey (included in Exhibit K) shall be removed by the applicant prior to final plat approval in accordance with the conclusions and recommendations section of Exhibit K (page K9) in accordance with all federal, state and local laws. Condition sixty (60) has also changed it's also in accordance with the Phase II site assessment (included in Exhibit K), the applicant shall clean up the identified contaminants to the satisfaction of the Washington State Department of Ecology. That has to do with the oil which was mentioned by our representative from E3RA. Condition sixty one (61) this is another suggestion from Mart and because we are in process of trying to enact impact fees for traffic at this time he wanted to make sure that the developer was able to get credit for their contribution to the intersection so that they wouldn't have to again pay the full impact fee on top of the mitigation that they are doing which is off site which is already going to be subject to impact fees. It allows us to subtract that contribution on a pro-rata basis from the total amount in traffic impact fees which would be due at the time of building permit.

**Lind** did you put in an Exhibit with all the signatures of town officials.

**Bond** I did not have anyone here to sign for it by the time that I got it typed up. They signed the original documents so the only thing that has been modified are the things which I have gone over.

**Lind** Mr. Hudson do we have any problem if we have that now as a separate document they will be replacing their signatures on a new document which will become part of the record? If you don't understand why I am asking the question then I will go on a little bit more.

**Ed Hudson**, Town Attorney

I don't see any problem unless someone refuses to sign based upon the content of the changes that have been addressed and I'm not aware that that is going to be a problem.

**Lind** for the Planning Commission members the one that was given out had signatures of Mr. Bond, Mr. Armstrong, Mr. Lincoln, Mr. Hudson, Mr. Lewis, Mr. Wickander and Mr. Hudson again and I asked to remove those so that the signature of only the chair of the Planning Commission would be on their since this is going to be a Planning Commission document at the point where we adopt it and all of those signatures will be put on a separate document which would be a part of the record.

**Valentine** questioned the size of cul-de-sac.

**Bond** in talking with the engineers ninety (90) feet is a good sized cul-de-sac if you going to have parking and . . .stepped away from microphone. No parking and no access to any lots there will not be any obstructions and we will install no parking signs. Sixty (60) feet is what is needed to turn a fire truck around without obstructions.

**Valentine** I understand that's standard but there is nothing that prevents you from going above the standard.

**Bond** no.

**Beach** as I recall in here it says ninety (90) feet. You keep say sixty (60). Which is it?

**Bond** I meant to make that an amendment. That came up today when I was talking to Gary Armstrong and I forgot to bring that up. That is a change not a something that is in Version II of the report.

**Beach** It's forty five (45) on page twenty four (24). It says that the run around is ninety (90) feet on outside diameters.

**Bond** I made a note on my document to change it to sixty (60). I just didn't point it out.

**Lind** we do have the ninety (90) included which is thirty (30) more than the sixty (60).

**Beach** your saying it's ninety (90) and he just said it was sixty (60) so which is it.

**Lind** we have a revised document and you and I have had a discussion about this and how we were going to deal with this.

**Beach** no I am looking at the revised document. I am not looking at the original document. Forty-five (45) says ninety (90) feet and Mr. Bond keeps saying sixty (60) feet. So which is it, is it ninety (90) feet or sixty (60)?

**Bond** sixty (60).

**Beach** so the ninety (90) should be changed to sixty (60).

**Bond** correct. If you feel that sixty (60) is to small you may ask the applicant of what he can reasonably, he's also a engineer, and he may have a better opinion of what it should be or

what he's got room to accommodate if we voluntarily make it bigger than the state requirement.

**Paul Green** sixty (60) foot is the smallest diameter that any municipality in Western Washington allows for a cul-de-sac to my knowledge. In this case I believe that it is adequate. The road is probably going to get extended in the future but maybe not until the property ownership changes to the east of us. I think that sixty (60) is adequate. If you want it bigger, we'll make it bigger but I think it is a waste of ground and money. It paves more of the area and we have less landscaping.

**Lind** are you in agreement with the changes, all the rest of them, as we have discussed here with Mr. Bond?

**Paul Green** I have one question on number sixty (60). This may have been this way all the time but it says the applicant shall clean up the identified contaminants to the satisfaction of the Washington Department of Ecology. I am not really comfortable with that language. I would like to change that to say "in accordance with applicable regulations". Normally when you clean up the stuff that is identified in a Phase II then you have your environmental consultant come out and do additional testing. They do a report and if there is nothing there then you follow a procedure that is set out in the regulations that go from there. I don't believe you ever get an approval from Ecology. I believe you send stuff to them and then if you don't get any objections then you are all done. If you have a proactive thing from Ecology where they have to approve something it may never happen in your life time. I would like to suggest that we change it to "clean up the identified contaminants in accordance with the applicable regulations". To the city's satisfaction rather than ecology.

**Bond** yes, this was a new condition that was added after the discussion came up in the last meeting. After talking to the town attorney we would like to have it say "in accordance with state law and to the town's satisfaction".

**Lind** Mr. Green that is acceptable to you? Let the record show that Mr. Green says that that is agreeable to him.

**Beach** last time we had this process in which a member of the commission could suggest a condition and then the staff would draw up the language. I suggested a condition and no language was drawn up. Why?

**Bond** are you talking about the discussion that we had this afternoon?

**Beach** I am talking about the discussion that we had this morning.

**Bond** I was under the understanding that you were going to write it up because I explained to you that I had a number of things to do, I was still putting this information until 5:30 pm.

**Beach** I understand that and I have written that up but in the meeting it said the staff would write it up. I don't think it's a case of whether you agree with the condition or not you should have written it up.

**Harper** are we going to get enlightened on these conditions?

**Beach** it's the condition regarding garages off of the alley's.

**Bond** when you came into my office this morning I didn't realize that you were alluding to the specific motion. Now that you mention I do recall that you made a motion at the end of the meeting which is what we left the meeting on. I apologize that was not prepared this evening but with the revisions that were made to the architectural standards combined with the projects which were provided as sample projects by the applicant, Exhibit KK and LL through OO which are all of the sample projects. After seeing those and learning that what I was envisioning as far as what was going to be build and what was actually going to be built it was to my satisfaction that the layout that was being used was a decent design and would work for this project. My purgative changed since the last meeting when I made that alternative suggestion. I don't feel a change is necessary at this point.

**Beach** well I think whether you feel a change is necessary or not is irrelevant. You may be right and we can talk about this substance of it at the time but I don't think that wasn't conditioned upon you agreeing or not agreeing with it. It was a statement of what a member wanted to have written up. How you feel about it is irrelevant. You can hold you nose while your writing but you got to write it.

**Lind** Mr. Beach, I have heard that you have written it up?

**Beach** I have written it up. At the appropriate time I will.

**Lind** what I had in mind as I was going on. You noticed I was asking Mr. Green if we had substantial agreement on all of these matters. I was hoping that we get that on this and if there were any amendments that I was going to get Mr. Green involved with it and see what his feelings. I was thinking that maybe at this point in time we could deal with what you had in mind and put it on the record and see what Mr. Green has to say and what Town Hall has to say. Is that acceptable to you?

**Beach** Mr. Chairman let me suggest a slightly different scenario. And that would be that first we need to make this Revision II of the report of the main motion rather than the earlier one. We did have motion which was made and seconded last time on the Version from June 18. I think now we need to move on to Version II as being the main motion and I would suggest that the way we might do that would be to.

**Lind** before we do that I have a question for Mr. Hudson and staff on a little bit different subject. Mr. Bond and Mr. Hudson I notice that we have a Developer Agreement in this situation. How do you see us handle the Developer Agreement.

**Ed Hudson** from the beginning there was always been an intent that there would be a Developers Agreement that would be coming to the Planning Commission or the Board of Adjustment for consideration as a recommendation to the Town Council. One year ago there was a proposal that there be one Developer Agreement that would only go to the Town Council. March of 2006 it was split into two segments and one section from that moment forward was always going to be in front of the Board of Adjustment and Planning

Commission. One segment continued to go to the Town Council and it was voted down. As a result of that the developer is still interested as is staff in having a Developers Agreement which will eliminate confusion in the future should any of the code be changed or some other changes occur because it will run with the land. So now you have a proposal in front of you that is not identical to what the town had but it is very similar, plus, what was intended to come to this body to begin with since March of 2006. If you wanted to ask questions about that this is the time to do it. There is a provision in there with the developer, again, requesting a late comers agreement which was turned down by the Council. That could be removed and they could make a separate application to the Council or it could be included if you desire which would then serve as a recommendation of this bodies recommendation to the Town Council and then the Town Council can make a separate decision on it.

**Lind** we are going to have to have two motions during deliberations, is that correct?

**Ed Hudson** you are going to finish all discussion and then have two motions.

**Beach** my suggestion would be that we table, which is indefinite in this case, the Version I of June 18<sup>th</sup> that we table that. That is not a debatable motion since it is indefinite. The effect of such a motion is to kill it without voting on it substantively. It falls off the table. Then we make a motion to adopt Version II and that becomes the main motion and then we can amend that.

**Beach** that we table, indefinitely the original version, Version I which has the effect of simply killing it without voting on it substantively. Then we make a motion to approve Version II. The other way we could do it is to leave the main motion as Version I and substitute Version II to it. Except we have to then remember at the end, after we have adopted Version II as the substitute and then it becomes the main motion, we have to vote on the main motion.

**Ed Hudson** I am more familiar with substituted motions which has always made more sense. By calling for a substitute motion it creates a chronology, at least in my mind, as to actually has occurred as to opposed to tabling something and wondering what happened to the first motion so if there is a substitute motion it's clear to me what happened to the first motion.

**Beach** you will help us keep track of the fact that after we have adopted the substitute it has become the main motion and then we have to adopt the main motion.

**Lind** we may have a problem with that because once we go to the deliberations we have to ask to speak with anybody that's not on the body.

**Beach** he is our legal council.

**Lind** even so we need to ask.

**Beach** my motion is to substitute Version II for Version I.

**Lind** swore Mr. Jefferies in.

**Mike Jefferies**, 133 Mashell Avenue, Eatonville, WA  
Would like a copy of the Developers Agreement.

**Lind** let the record show that we went on break at 7:27 pm. Meeting resumed at 7:38 pm.

**Bond** review Developers Agreement. Noted that parts of the Developers Agreement had already been considered at council and the main point was a water issue which has been removed from the agreement and also the late comer agreement was some what controversial and which may be taken out of the agreement. I would recommend that the Planning Commission recommend this agreement and if Town Council is still inclined to turn it down they can take that element out of the agreement. I would recommend the agreement go forward with that provision included.

**Lind** today after I seen the Developers Agreement and the late comers that I had asked that those be extracted from the councils stuff and I guess we haven't gotten that yet. Since we don't have that, Mr. Hudson can you speak on what you believe was talked about in the two meetings on late comer agreements by Town Council.

**Ed Hudson** there seemed to be some confusion about the history but it is an historical issue from what I can tell. The town has, apparently, turned down all of the late comer requests in the past and I gather that there has not been to many. Seems to me a little bit along the lines that we started this policy then we should stick to this policy. The town, from what I can tell, with this particular application has had no significant development that rises to the level of where late comer agreements become an important factor for the developer. They are always nice to get but often times the amount of money you are talking about is not all that great. When you put in 300 units you have a major extension of a roadway it becomes more significant. At some point the town has to decide whether it wants to go this route, which is common in areas that are growing, where you want to encourage growth, encourage developers to come in and have a good selection of developers to come into your town.

**Paul Green** if you look at condition 19 and 24 in the staff report the town is asking *us* to, in effect, give the town back money as a late comer for improvements the town has made and we believe that if they want us to reimburse the town for improvements for half the costs for our frontage on these roads that it is only fair that we get treated the same way for improvements that we have put in that will benefit the adjoining properties.

**Valentine** if we approve the language here it suggests or mandates some approval of some type of late comers agreement?

**Bond** if council approves the language here it would mandate the approval of a late comers agreement. But you are only recommending this document to them.

**Bond** continues to review Developers Agreement. Spoke about the transfer of properties. Some of the parcels where the PUD and the plat is proposed are town parcels and there is some trading of property going on here. Mr. Green will give an overview.

**Lind** Mr. Green has come up to MP1 and is showing the town property along the river to the extreme northeast and the next piece which is directly to the west, which includes some that is also colored yellow. Mr. Green is indicating on the map the extreme southern portion that is shown in yellow the most easterly portion of that and the second piece that you are point at from lot 203 to 215.

**Bond** the overall result of this trading, especially down by the river on the east side of VanEaton Street, we get a much better type of development than if it was broken up by the town pieces of property that have irregular boundaries. They don't lend themselves well to development without this type of trading scheme. Continues to review Developer Agreement.

**B**

**Lind** with the Developers Agreement it seems that we are restating some of the things that are in the Staff Report. If we have the staff report done sufficiently why do we need a Developers Agreement.? Is there a legal requirement?

**Ed Hudson** because it is called an agreement either side can bow out of it and refuse to participate. The developer here has requested a developers agreement. The town has found some reasons also to participate in the agreement for reasons of obtaining certain commitments from the developer. The basic reason for a Developers Agreement as opposed to going cold turkey ahead with never using Developers Agreements is that Developers Agreements have the effect of overwriting subsequent zoning or other regulations changes that are imbedded in the agreement so that should the town, some time down the line, choose to, let's say, the town amended the minimum road width that would effect Weyerhaeuser Road. With a Developers Agreement in place that would control over the towns change in the road width. It gives more stability and you will see more of these in larger developments that are phased because sometimes the phasing may take several years. Council's change with the election process. Planning Commission also change with the appointment process some times the developments continue beyond those and the stability that the developers like is anchored in those agreements.

**Beach** can we put some limitation as how rapidly the building permits could be issued?

**Hudson** usually the developer is indicating that there is limits in the terms of how the market works and the build out. Government entities are asking how fast will you be building this out, why can't you build it faster. I'm not aware of the town's actually restricting it, you don't own the property which would be a different issue if you could act as a property owner.

**Beach** page three number four of the Developers Agreement takes about railroads. .  
.microphone not on.

**Ed Hudson** the agreement has caused some confusion in this whole section. Go back to page two. Paragraph A is the lead in paragraph and then when you get to the next page where you are looking and it's all in bold. That bold material is text of material that the town is releasing. It's already recorded. All of it, as Mr. Bond has indicated, means nothing any more to the town. Town is giving up all the bold privileges, the rights that are in the bold type and is accepting from the developer new easements for the town. New conditions, new

dedications of streets so these are all to be removed off the records so that there is no confusion down the line as to what the town owns, what easements the town has, where they are located. This is to avoid confusion with railroads with the residential development.

**Beach** is the town the grantor of this document?

**Ed Hudson** that is confusing too.

**Beach** or grantee?

**Ed Hudson** we know the town is in the position of being able to give up the bold language. I assume the town is in the position of being the grantee in most of these.

**Harper** so are you removing the part about the Mill Pond being a pond for fifty years on page four?

**Ed Hudson** we are removing that language. We are taking possession of the pond subject to inspections that the town will have by experts to verify.

**Harper** this is saying that if for some reason the pond gets emptied that the developer can take it over and put in homes if I am reading this right. Are you removing that?

**Ed Hudson** we are removing it but at the same point in time the town is going to acquire all of the property of the pond. The decision is to what happens to the pond in the future will be the towns decision not the developers decision.

**Bond** if you turn to page six under Section F in the same agreement we are agreeing to continue to convey water to the Mill Pond. We are keeping it as a Mill Pond but we are giving up the easement as it is written.

**Harper** what happens if the river takes out the Mill Pond? Do we put the Mill Pond back in?

**Bond** it's a good question. The idea is that when we engineer the weir which is going to control the storm water level we are going to be reinforcing the bank of the Mill Pond itself to keep it from ever washing out. The developer is doing that. It's part of the storm water improvements.

**Lind** the fifty (50) years would have run by now. So that requirement to maintain that Mill Pond wouldn't be applicable anymore. They could have taken that Mill Pond out. Let the record show that the Town Administrator, Mr. Armstrong is shaking his head up and down to the affirmative to that. So the effect of that is that we are agreeing to continue to keep a Mill Pond forever which is an addition encumbrance on us.

**Ed Hudson** go back to Six E. There were changes with regards to Paragraph E that never got approved by the Town Council but they are still in here. You will notice on the last sentence that is there is a manmade or a natural disaster of some sort that triggers those last

lines you could have a situation where the town would decide that it's too expensive and the Mill Pond could disappear under that type of situation.

**Harper** does storm water go into the Mill Pond? How could it go away?

**Lind** let the record show that Mr. Bond answered to Mr. Harper that the Mill Pond can't go away because it is going to be used as a storm water storage device.

**Lind** Mr. Green are you in agreement with this agreement. Do you accept this agreement as it is written, is that correct?

**Paul Green** yes sir.

**Valentine** in reference to the pond and conveying water to the pond is there a predetermined level that pond will be kept at?

**Bond** that is going to be dependant on the construction of storm water improvements and one of the concerns that the Nisqually Indian Tribe has is that there aren't surges of water into the river. There is a level that we maintain it at now and I think that the beavers have something to do with that. In the future it is going to be dependant on trying to maximize the capacity for storm surges so that we aren't releasing large quantities of water into the river and the tribe is going to have some involvement in that design.

**Lind** what type of variation are we looking for in elevation in the event of a major storm water event.

**Paul Green** this is described in the storm report. We have proposed the storage in the Mill Pond to restrict the release during a two year storm event to half the two year pre-developed flow rate and ten, twenty-five and one hundred year events to equal to the pre-developed flow rate. That is intended to minimize the impact of the peak storm events on the river. Past the two years the standard adopted in most regulations to minimize stream bank erosion. I believe there is something like 80 to 90 percent of the run off that comes off of sites comes in events that are two year events or less.

**Lind** the letter that was written the Indian tribes that was put into the SEPA seemed to reserve some rights in regards to storm water run off. Would you speak on that subject please.

**Paul Green** I have meet with the tribes folks on this several times on this issue and their primary concern was that when we build the weir there to control the flows and minimize the surging effect that we also work with the tribe to enhance the strength of that portion of the berm around the pond. They are worried about the river eroding away over time. They are concerned with peak flows they weren't concerned with volume. They wanted the water detained so that the peak flows are less than those that occur now. That is the intent of the storage and detention facility is to store the water up and let it out slowly.

**Ed Hudson** Mr. Bond and Mr. Green were the ones in contact the tribe. Mr. Bond can look at this from the towns perspective. Some of the items that are in the letter that we are

talking about, the SEPA comments. Some of those concerns, for example, I don't believe the bio swirl wasn't in the drainage system at the time that those comments.

**Bond** the tribe submitted a three page letter just comment on the project in general they just wanted us to take into consideration their concerns about the project. Their primary concern is storm water.

**Lind** do you believe we are legally covered at this point with what is done?

**Bond** yes.

**Beach** to Hudson. One of the conditions that we use Exhibit Z, Version III and there is a couple of different changes that we have made along the way in talking about this Version II. What I thought I would do is after my motion is been made and seconded then I would go back and talk about. I have got three of these changes. One of being this Z Version III in saying this motion includes Z, Version III.

**Ed Hudson** I think that would be a good idea. I do think that we need to make sure that we have all. There may have been one paragraph that, I think it's the diameter of the cul-de-sac.

**Beach** last time I did ask that the staff prepare on these attached units, only the attached units, not the detached, that on the attached units that the garages be put in the rear off of an alley and not in the front. I want to preface that by saying that on their plans they have alleys A, B and C. As far as I'm concerned they are streets, they can call them whatever they will but they are streets, they have sidewalks on one side of them. I am not talking about those alleys because from my point of view those are streets not alleys. I we take, just as a sample, lots on the north side of Henry, which is the street on the top, runs east and west. Let's just take lots one thru four because the rest seem to be pretty much the same. As I measure there is a hundred feet of lots in these units one thru four. Lot one has a building that is thirty-five (35) feet frontage and lot two thru four have twenty (20) feet. So we have ninety-five (95) feet of building and one hundred (100) feet of distance along that road and we have fifty (50) feet of driveway. I was taking the sidewalk out to the street and I still think that is the way it ought to be done. If we take those fifty (50) feet of driveway and add four twelve foot sidewalks we have sixty-two (62) feet of concert along the front of that street. Sixty-two (62) percent of the frontage of that is concert. This is the problem of putting the garages. If we go further down to lots forty (40) to forty-seven (47), ninety-four (94) to one hundred and two (102) and sixty-two (62) to seventy-two (72) all of the frontage is concrete. Those are on those, so called, alleys. So one hundred (100) percent of those lots is concrete. That is twenty-seven (27) percent of the one hundred and three (103) attached units. Take lots seventy-nine (79) to eighty-six (86) which is a sampling of other lots within those so called alleys. We have about one hundred and forty-five (145) feet of frontage. Seventy-nine (79) and eighty-six (86) are twenty (20) feet each. Eighty (80) to eighty-five (85) are about fifteen (15) feet each. So in one hundred and forty-five (145) feet we have one hundred and thirty-five (135) feet of building and we have ninety (90) feet of driveway which again equals sixty-two (62) percent in concrete. Now if we take lots one hundred and three (103) minus the twenty-eight (28) lots that are totally concert we have seventy-five (75) lots that are sixty-two (62) percent concrete and we have twenty-eight (28) lots that are one

hundred (100) percent concrete and that gives us seventy-two (72) percent concrete within that, so called alley, areas. If we take the whole thing of lots from thirty-nine (39) thru one hundred and three (103), which is sixty-five (65) lots. Twenty-eight (28) percent are one hundred (100) percent concrete, thirty-seven (37) are sixty-two (62) percent concrete. So that gives us seventy-eight (78) percent concrete. So all we have got here are driveways and sidewalks. A lot of concrete. This is not in anyway pedestrian friendly. This is just simply automobile friendly and that is all it is. This does not show much originality. This brings me to my two amendments. The first one is that all attached units north of Henry Street shall have their garages in the rear off an alley. Which would mean that he just builds a alley south of the property line through there and puts the garages off that alley. He may have to move things a little further south. So that Henry Street doesn't look like just a whole series of driveways and garages. If that amendment should pass then I shall offer a second amendment and that is that all attached units shall face a street and shall have their garages in the rear on an alley as conceptualized in Exhibit FF and GG. I am doing this because this is a very large development, it's the largest we have ever had. This is going to set a precedent for subsequent development. Anything that they are able to do subsequent sub-dividers are going to want to do if it is convenient for them. There is no way around that. If we are willing to allow the fronts of our streets to be sixty-two (62) percent to seventy-eight (78) percent concrete. No real front yards, in any sense at all, then other developers are going to come in and want exactly the same thing or even more so. I think there are many strengths to this development and I think by the design standards that are in Z three that helps to protect us in a lot of respects. This is one respect that those design standards just don't do anything about. This is just a line of garages. Who is going to want to walk down that street, how is that going to be enticing to anybody to walk down when it is this line of garages. Even though cars are not suppose to intrude upon the sidewalk they are going to lined up there. We know that some of these people are going to have more than two cars so the streets are going to lined with cars.

**Lind** your first amendment is only with Henry? Your second amendment would cover other parts.

**Beach** yes, only with Henry. The second amendment would also cover Henry but it is consistent with other. It would cover all of the attached units which includes Henry. But it is not in conflict with the first. Showed Planning Commission areas on maps. . .away from microphone.

**Paul Green** the lots along the north line we don't want to put an alley behind them. We presented some materials on the East Grove Cottages project that is similar to these units, the A and the B type units. It is contemplated, Exhibit MM, that all those houses along in that area would be able to have private fenced, rear yards. If we put an alley in the back and flip those around then the happy home owners that would live there would not have any private yards. It would all be a common area. The townhouses that we have in the here are of a different design and would appeal to a different type of home owner and they have more of a common area on the front side of the building opposed to a fenced yard where you could have a dog or a kid there. The alley, internally, is intended to be a place for garages and cars and concrete. The public street around the outside is intended to be where most of the traffic is going through the project would go. People are not going to go inside of that unless they live in there and want to go inside a garage or visit somebody. Even

somebody visiting will probably park on the outside perimeter street and go in the entry off the outside streets. By putting a sidewalk on the central alley we improve pedestrian connectivity. Normally projects like this don't have any sidewalk on that kind of an alley. You just have an alley and you push the garages up pretty close to it and we felt that we were being sensitive to pedestrian connectivity by adding a sidewalk to the alley. We think it's a good thing. As you are aware of the zoning here, it would allow us to take this entire section out and replace it with apartments. We could do three story apartments in there. We would not need have to get any deviation from any rules and wouldn't have to provide any garages or driveways we could just have some parking lots for those apartments and we feel this is a much better way to provide cost effective housing and provide an alternative to apartments that people can actually own versus something that they would have to rent. If we did have to go to the preferred alternative that was suggested before which was suggested before, which I think is similar to what you suggesting in your amendments, I'm confident that we wouldn't purchase the property and we wouldn't move ahead with it. That many alley loads in a project would be a death now to the project in our perspective.

**Beach** at some point this property is going to be developed. If it is a death now at this time it may not be in five years. I think that we need to look at the long term regarding this and do we just want lines up of garages and that is essentially all that there is. Or not. If we don't want that then we need to stop this in the bud and not allow it once. Once we allow it the first time we are going to get it over and over again. People are going to be continually test the limits.

**Paul Green** I generally agree with what you are saying and the reason that we laid it out like this is because it has been proven in the market place that this is what the consumer can afford to buy and wants to buy that can't afford a larger house a detached lot and there is tremendous market for these. They much prefer this type of living to the alternative of renting an apartment. You can do nice attractive apartments for your drive by, they look nice, but the people that live there have a different living environment than if they can pull in their driveway and pull in their garage. Even if they are lined up next to other peoples it's a totally different ownership and something that people desire.

**Beach** has no objection to the concept of the townhouses. I'm not arguing against the townhouses. I'm talking about the aesthetics of this. People buy, to a great extent, what is available out there. If the developers decide, and can develop, property that is affordable and it has the garages all lined up one beside another and all concrete that is what people will buy because they haven't got any alternatives. I think we should offer a different kind of alternative and try and offer it on some what the scale that your trying to endeavor to do.

**Bond** stated that when I put the exhibit in there as an alternative I had some pretty strong misconceptions about what was being proposed for construction here. Especially in the center unit in the middle that is centered around that alley and after looking at Exhibit KK of the Park Place Townhomes which if you look at the layout of those units shown on the PUD map replicate that layout, especially the corner lots, and looking at those units and how they are orientated and how they are designed I think they are a fairly attractive unit and I think they are a desirable unit and having seen the actual structure that is the concept behind this layout I don't have a problem at all with that center piece. I think that the units on the island here that butts up to a green space, having that bit of open space compensates for the

fact that those units aren't on a full pledged street. As far as the other amendment on Henry Street I do agree that, to an extent, that that is a whole lot of curb cuts, there is no on street parking on the north side of the road because of the number of curb cuts and those units could be flipped around easily within the space that is provided. However, I do understand the argument on behalf of the applicant that people that would be looking at some of these Townhomes are going to be potential young families that want to have a fenced in yard for a child to play in as opposed to being in the front yard. There is merit to that argument as well. I am not, at this point, after seeing the center island and how that is configured I don't have any problem with the layout of the particular part of the development. The units north of Henry Street it's not my preference but there is nothing so wrong with it that I can't live with it. If that is what the market dictates I can live with it. My preference is still have alley loading garages there. I understand both arguments. I partially support the first half of the amendment and don't support the second half of the amendment to the proposed layout.

**Harris** Mr. Green, the section in the center with Henry, Mashell Meadows Lane and Hamilton Streets bordering that. Except for the island in the middle all of the front doors would face the street? Correct?

**Paul Green** all the front doors could face the street. The criteria in the proposed Exhibit Z requires in the design of those that you meet three of the seven elements there and one of the easiest ones to meet would be to have an attractive porch facing the street in the front. There are some other elements that could be chosen. All those will access on the side where the garage is. Spoke away from microphone.

**Harris** if you built the type like Park Place where the garage and the front door would be off of an alley then how does somebody that is coming to visit, that doesn't live there, do they park out on the street and then walk through one of the common areas to get to the front door or do they park in the alley?

**Paul Green** at this point I have contemplated that the final architecture on these will probably be more similar to Exhibit OO with the entry on the front but I am trying to keep the flexibility in the conditions so that whoever we sell the townhouse lots to will be able to make their feel on the market and come up with a product that they feel best fits Eatonville at the time that they are building the townhouses here.

**Lind** does our code support the two amendments that Mr. Beach contemplates?

**Ed Hudson** the short answer is yes. The purpose of these hearing is to put all the information for the Planning Commission to give the best shot possible of staff's view and overview and the work that they have accomplished and then amendments can be made and voted on. I think that the developer has indicated his view. I think it is pretty straight forward.

**Paul Green** I agree with the Town Attorney that it is within your prevue to make those types of changes but there is nothing in the code that prohibits you from doing what these types of amendments if you like. Even though we don't like them.

**Valentine** the proposed agreement that we have before us, do you feel under the RCW3670B where it states that you do have the authority to enter into the agreement but

shall reserve authority to impose new or different regulations to extent as required. Do you feel that this agreement meets that mandate.

**Ed Hudson** even though we did not have that language in the school agreement until you brought it up it still requires, because it's an agreement, the town can not unilaterally make those changes. It still has to be agreed to. That is one of the reasons why the school had no problem accepting that either it still is like an agreement you would have to sell your house.

**Valentine** so you are saying that this agreement adequately protects the town.

**Ed Hudson** there were some really significant changes made with regards, in fact I think Mr. Lind contributed to that conversation, if something catastrophic occurred to the pond what sort of position would the town be in. That is one of the reasons, if not the reason, for the last sentence or two in that particular paragraph. But much of what's there is really just cleaning up the process and making sure that it's a fixed clean up and it won't change with what the town does unilaterally does with the zoning codes over the phase end of this project.

**Harris** on Henry Street you talked about then that they would have back yards. Or is that just for the ones on the north side of Henry Street? So in the section below Henry Street where it has the green area would that be open or would they be allowed to fence that in if they wanted to or is that common area?

**Paul Green** any fences that would go in there would have to comply with the requirements of Section Z and I anticipating that is going to be designed to where it is a common area more like Exhibit OO would be the probable way that those would be built.

**Bond** the other sections of the municipal code dealing with fences also requires that fences in the front yard, which given this is the street facing side of a unit, if there was a fence it couldn't be a full six foot fence, it would have to be like a front yard fence, a white picket fence in terms of height. So it would not obstruct the view both at intersections or a corner of a street where you would have a line of site visibility and it wouldn't block the view of the home.

**Harris** so even though the front door and the garage on the alley that would still be considered the front yard?

**Bond** for the purposes of fences it would because that's for vehicles and traveling and the reason that it is lower on the other sides of the street is for visibility for vehicles.

**Paul Green** I think that it might be appropriate to stipulate that around this frontage here that if there were any fences that they wouldn't exceed three feet in height. We might want to amend one of the conditions in Z to reflect that.

**Bond** I would be supportive of restricting the heights of fences.

**Paul Green** I would suggest that it would go in number six in page four. Where it says wood fences three to six feet in height are preferred we could add an additional sentence that

would say wood fences shall not exceed three feet in height for lots thirty-nine (39) thru one hundred and three (103) on the public street side of the townhouses lots.

**Lind** show that at 9:06 pm there is a break. Meeting resumes at 9:11 pm. At this point with everyone having given their testimony with unanimous consent that I will put us into deliberation phase. In that the rules are that we talk among ourselves so that no one in the public can speak unless it comes as a question to the Chair. So having said that we are in deliberation and I said that the first thing that would take place at this point would be Mr. Beach could make his substitute motion.

**Beach** I move that Version II of the Staff Report be substituted for Version I (or the version we got last time).

**Lind** we have a motion that Version II be substituted in place of Version I which we go last time. Do we have a second?

**Harper and Harris** second.

**Beach** my motion includes a change on page twenty-three (23), item number twenty-nine (29) should say Exhibit Z, Version III but we have changed Exhibit Z, Version III on page four (4) so it also includes that change and that's on page four (4) at the bottom, Fences. We have added a sentence down there wood fences should not exceed three feet on lots thirty-nine (39) to one hundred and three (103) on the public street side of the townhouse lots. And then on page twenty four (24) there is a change that in number forty-five (45) the cul-de-sac turn around it should say sixty (60) feet instead of ninety (90). Then there is a change on page twenty-six (26) on number sixty (60) instead of saying to the satisfaction of Washington State Department of Ecology it should say in accordance with state law and the town's satisfaction.

**Schaub** I would like to see that we refer back to ninety (90) feet rather than sixty (60).

**Lind** Mr. Schaub is it correct that your motion is on page twenty-four (24) under item forty-five (45) where it was marked out ninety (90) and is shown handwritten sixty (60) that the sixty (60) gets struck and it be made ninety (90). Is that your motion?

**Schaub** that is correct.

**Lind** do we have a second?

**Beach** second.

**Lind** any other questions or comments. Not hearing any. All those in favor say "aye". All in favor. That amendment passed. Any additional amendments to the substitute motion?

**Beach** I move that all the attached units north of Henry Street shall have their garages in the rear off of an alley.

**Lind** we have a motion by Mr. Beach that says that all the units north of Henry Street shall have their garages to the rear off an alley. Is there a second to that motion.

**Schaub** second.

**Frink** I have a comment to your amendment Mr. Beach. I am actually in favor of leaving it where it is. You can landscape that enough that it will make those garages look o.k. Just because I have seen some of these developments and how they look. To me it makes better sense to leave it where it is and let them have back yards because there is going to be a fence in the back. My opinion is that those garages will not take away from anything that is landscaped properly.

**Beach** you may be able to do something with the garage doors but you will not be able to do anything with all that concrete.

**Lind** would like to see them stay the way they are.

**Harper** I don't want to see apartments there. I'm sure that Phil has a good point but unless you're an administrator or a planner. . .people are not going to commute out here and buy something that they don't find something that looks nice. I trust in the architecture that this unit will look nice and people are going to want to buy it. I have been to units the one off Canyon and 176<sup>th</sup> and I didn't have any problem with the way it was designed. I trust that they are going to do it right.

**Lind** are we ready for the question? Not seeing any objection. All those in favor say "aye". All those opposed say "nay". Ms. Bennett poll the Planning Commission.

**Bennett** Harris – aye, Valentine – nay, Schaub – aye, Frink – nay, Beach – aye, Harper – nay, Lind – nay.

**Lind** the amendment fails.

**Harris** I would like to have an amendment then that the attached housing south of Henry Street that front doors need to be on the street side except for the island in the middle where that would not be possible.

**Lind** we have a motion from Ms. Harris on the center island that where they front on a street, except in the middle two units, that they have a front door that fronts onto the street. Is that correct Ms. Harris?

**Harris** yes.

**Beach** second.

**Harris** I think if we have the units available north of Henry for back yards I'm looking at it from the perspective of when I lived in townhouses. It is very convenient to have the garage in the back and to have access, it is also when you have company coming that they will probably want to park on the street side and having to go around through the alleys or the

common areas to get to the front door is an impediment to anyone coming to visit. Going back to Mr. Beach comment that this is a very pedestrian orientated town. There are a lot of people that walk in this town and get around and encouraging neighborhoods I think that with having the sidewalks and the front doors and some of the architectural features that have been presented in Exhibit Z that it would lend it more to a pedestrian and have more interaction.

**Paul Green** if I was going to design the buildings today, myself, I would do that very thing. I would rather have the flexibility to not have to do it but the proposed amendment has merit to it.

**Bond** just wanted to clarify the proposed amendment that it referenced all the units to the south of Henry but we don't want to include the duplexes in that. Lot numbers thirty-nine (39) to one hundred and three (103).

**Lind** we are back in total deliberation.

**Beach** the two units that are inside these alleys there is nothing to do but to front them on the alley. If we front anything else on the alley then I think I am closer to being right than I was before that these are not alleys.

**Lind** are we ready for the question? All those in favor say "aye". All in favor. Let the record show that the motion passed unanimously.

**Lind** are we ready for the question of adopting the substitute motion with the amendments that have been accepted? Not seeing any objection. All those in favor say "aye". All in favor. Let the record show that the substitute motion with amendments passed unanimously. We are back to the main motion. All those in favor say "aye". Opposed. One opposed. Let the record show that there was one "nay" and the rest were "ayes". Now we are ready to move the memorandum of agreement. Exhibit W2. The chair is looking for a motion to move this agreement.

**Beach** so moved.

**Schaub** second.

**Beach** the motion we need to go back and clarify some things. One page seven the J that was crossed off is then re-inserted. The J on page eight is out and K on page eight is out and then re-numbering takes place.

**Lind** are we ready for the question. That is to move the document memorandum of agreement. All those in favor say "aye". All in favor. Let the record show that we have unanimously passed that.

**New Business:** Discuss postponing the second planning commission meeting of July until the 30<sup>th</sup>. Mr. Bond will be on vacation. By unanimous consent it is moved to have the next planning commission meeting on July 30<sup>th</sup>.

**Old Business:** None

**Public Comments:** Mayor Smallwood thanked the planning commission and staff on their hard work on the School Conditional Use Permits.

**Commissioner Comments:**

**Next Meeting: July 30, 2007**

**Harris** motion for adjournment

**Schaub** second.

**Lind** all where in favor of adjournment.

**Adjourn at 9:33 PM**

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PC Chairman, Steve Lind

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PC Recorder, Karen T. Bennett

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PC Secretary, Larry Frink