



SELAH CITY COUNCIL

4:00pm December 8, 2015



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

Mayor:
Mayor Pro Tem:
Council Members:

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

CITY OF SELAH
115 West Naches Avenue
Selah, Washington 98942

City Administrator:
City Attorney:
Clerk/Treasurer:

Don Wayman
Bob Noe
Dale Novobielski

AGENDA

- A. Call to Order –Mayor Gawlik
- B. Roll Call
- C. Pledge of Allegiance
- D. Agenda Changes **None**
- E. Public Appearances/Introductions/Presentations
 - 1. Presentation to Pam Schmid
 - 2. Presentation to outgoing Council Members
- F. Getting To Know Our Businesses **None**
- G. Communications
 - 1. Oral

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

2. Written

Joe Henne a. November 2015 Monthly Report for Building Permits and Inspections and Code Enforcement

H. Proclamations/Announcements **None**

I. Consent Agenda

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

Monica Lake * 1. Approval of Minutes: November 24, 2015 Council Meeting
Dale N. * 2. Approval of Claims & Payroll

- J. Public Hearings **None**
- K. New Business **None**
- L. Old Business **None**

M. Resolutions

- Monica L. * 1. Resolution Authorizing the Mayor to Sign a Legal Advertising Contract with the Yakima Herald-Republic for the 2015 Calendar Year
- Joe Henne 2. Resolution authorizing the Public Works Director to sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$50,000 in grant funds for the City’s Stormwater Management plan.
- Charlie Brown 3. Resolution Authorizing the Mayor to Sign a Memorandum of Understanding with the Selah School District regarding the Use of Maintenance of Ballfields during Tournaments
- Charlie Brown 4. Resolution Authorizing the Mayor to Sign a Facility Use Agreement between the City of Selah and the Greater Yakima Girls Softball Association (GYGSA)
- Tom Durant 5. Resolution Authorizing the Mayor to sign Master Interlocal Agreement with Yakima County for Growth Management Act Implementation
- Dale N. * 6. Resolution Revising Rates For 2016 Water Utility Services
- Dale N. * 7. Resolution Revising Rates For 2016 Sewer Utility Services
- Dale N. * 8. Resolution Authorizing the Mayor to Sign An Updated Section 125 Cafeteria Plan
- Rick Hayes * 9. Resolution Authorizing the Mayor to sign a Law Enforcement Assistance Agreement relating to Communications between the City of Selah and Yakima County
- Joe Henne * 10. Resolution Authorizing the Mayor to Sign a Contract with Yakima Valley Conference of Governments for Technical Assistance for the Year 2016
- Tom Durant 11. Resolution Approving the Final Plat of “Speyers Court Estates” (912.61.14-03) and Authorizing the Mayor to sign the Final Plat

N. Ordinances

- Dale N. 1. Ordinance Amending the 2015 Budget for Miscellaneous Adjustments

P. Reports/Announcements

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

Monica Lake a. Parks Board Minutes – September 14, 2015

Q. Executive Session

- 1. 20 Minute Session – Real Estate RCW 42.30.110(1)(b)

R. Adjournment

Next Study Session January 12, 2016
Next Regular Meeting January 12, 2016

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



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



COUNCIL MEETING INFORMATIONAL ITEM

12/8/2015 G – 2A

Title: November 2015 Monthly Report for Building Permits and Inspections and Code Enforcement.

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Informational Only

Background / Findings & Facts:

Attached are the Building Permits and Inspections and Code Enforcement. No reports were submitted from Chris Knox for animal control or code violations as he is on vacation.

Recommended Motion:

Informational only.

November 2015 Building Permits, Inspections and Code Violation Reports

No.	Issue Date	Name/Project	Address	Type	Fees
6559	11/2/2015	7-11 Store/Keith Clark	120 N. First Street	Mechanical Commercial	\$146.59
6562	11/6/2015	Jackie McLain	906 W. Pear Ave	Mechanical	\$53.31
6563	11/2/2015	J & L Maher LLC	110 W. Naches Ave.	New Commercial	\$2,076.29
6564	11/2/2015	J & L Maher LLC	110 W. Naches Ave.	Plumbing Commercial	\$52.65
6565	11/2/2015	J & L Maher LLC	110 W. Naches Ave.	Mechanical Commercial	\$40.89
6566	11/3/2015	William White	304 N. 10th Street	Plumbing	\$30.89
6567	11/6/2015	J. McLain	910/912 W. Pear Ave.	Mechanical	\$83.44
6568	11/4/2015	Sean Michael	1212 Heritage Hills Dr.	New Building	\$858.77
6570	11/4/2015	W. Bradshaw/Anytime Fitness	201 S. First Street	New Commercial	\$1,079.50
6571	11/4/2015	W. Bradshaw/Anytime Fitness	201 S. First Street	Plumbing/Commercial	\$52.65
6572	11/5/2015	Merlin Nielson	1104 W. Fremont	New Deck/Patio	\$295.19
6573	11/6/2015	Hogback Selah LLC	405 N. Wenas Rd.	Footing/Foundation ONLY	\$0.00
6574	11/9/2015	Paul Gonseth	106 Merinda Drive	Remodel	\$161.15
6575	11/6/2015	J. McLain	311 S. First Street	Remodel	\$41.55
6576	11/6/2015	Merlin Nielson	1104 W. Fremont	Re-Roof	\$78.60
6577	11/9/2015	A+ Quality Construction	117 S 3rd St.	Re-Roof	\$78.60
6578	11/19/2015	Columbia Ridge Homes LLC	1407 W Naches Ave	Footing/Foundation ONLY	\$0.00
6579	11/12/2015	Columbia Ridge Homes LLC	1406 W. Naches Ave	Footing/Foundation ONLY	\$0.00
6580	11/19/2015	J. McLain	311 S. First Street	Re-Siding	\$78.60
6581	11/23/2015	Verizon Wireless	1303 W. Goodlander	Antenna Upgrade	\$325.70
6582	11/30/2015	Tree Top Inc.	111 S. Railroad Ave.	Sign	\$227.16
6583	11/30/2015	Tree Top Inc.	209 E. 5th Ave.	Sign	\$227.16
TOTAL:					\$5,988.69

Total Building Inspections for November 2015: 86

R. Brons, November Code Violation Report			
DATE	ADDRESS	SMC	VIOLATION DESCRIPTION
11/13/2015	400 Block S 1st St.	6.58.030, 6.58.060, 6.58.070 & 6058.90	Littered Premises/Uncovered trash & abandoned material. Potential pest harboring or fire danger/Dumping areas.



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



COUNCIL MEETING ACTION ITEM

12/8/2015

I – 1

Title: Approval of Minutes: November 24, 2015 Council Meeting

Thru: Donald Wayman, City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Approval of Minutes

Background / Findings & Facts:

See Minutes for details

Recommended Motion:

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

City of Selah
Council Minutes
November 24, 2015

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

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

B. Roll Call

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

Members Excused: Paul Overby

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

C. Pledge of Allegiance

Council Member Tierney led the Pledge of Allegiance. Pastor Brad Hill gave the prayer.

D. Agenda Changes

1. Add to Agenda:

a. Executive Session Q-1: 15 Minute Session – Real Estate RCW 42.30.110(1)(b)

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

F. Getting To Know Our Businesses

1. G-Force Aerial Media

Gary Berg, G-Force Aerial Media, approached the podium and addressed the Council. He presented a short video showcasing his product then explained why he chose to use a quadcopter for close in video photography. He spoke briefly about his background, showing Council the equipment he uses for flights, then presented a series of slides. He discussed the FAA requirements for unmanned aircraft, which are

currently the same as those for a private pilot, highlighting some of the rules and regulations he must comply with to use the drone for his business.

City Administrator Wayman told the Council that he invited Mr. Berg to give a presentation because he has a business application pending with the City. He noted that all departments have endorsed it, and he intends to sign off on the application unless Council decides they don't want this.

Council Member Tierney commented that someone crashed one into the waterfront in Seattle a week or so ago, and wondered what the penalty is for that.

Mr. Berg responded that it could be negligence or trespassing, or the FAA could fine the pilot for flying in a no fly zone.

Council Member Tierney asked if the pilot would be grounded, like an aircraft pilot.

Mr. Berg replied in the affirmative, provided he's a pilot.

Council Member Tierney inquired if he would be available to assist the City in an emergency.

Mr. Berg responded in the affirmative, adding that he would still be subject to the twenty-four hour notification requirement, although the Fire and Police Departments can bypass that with limited authority if needed.

Council Member Tierney wondered about his hourly rate.

Mr. Berg replied that it starts at two hundred dollars per hour for a job, although he would be happy to discuss doing a public service.

Council Member Ritchie asked if one condition of his license is to comply with FAA requirements.

City Administrator Wayman responded in the affirmative.

Mr. Berg stated that he could lose his pilot's license if he didn't comply.

Council Member Williams wondered if he notified the Yakima Training Center as well as the Yakima Air Terminal about upcoming flights.

Mr. Berg replied in the negative, adding that it is prohibited airspace and he cannot go in.

Jeannie Swedberg, Director of Business Development at Tree Top, Inc., approached the podium and addressed the Council. She said that Tree Top finds video very effective for marketing purposes, and that they would like to use Mr. Berg to video fruit trucks coming into their facility as they did for overheads of their orchards.

Mayor Gawlik wishes Mr. Berg luck with his endeavor, and asked if he had to pass the same physical as a private pilot does.

Mr. Berg responded in the affirmative, adding that the FAA is supposed to be coming out in the future with rules for unmanned aircraft that should more relaxed than private pilot requirements.

Mayor Gawlik took a consensus of the Council regarding the approval of Mr. Berg's business application. By voice poll, consensus was unanimous.

G. Communications

1. Oral

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

2. Written

a. Selah Downtown Association Monthly Financial Report

H. Proclamations/Announcements **None**

I. Consent Agenda

Council Member Tierney moved, and Council Member Smeback seconded, to add K – 1, M – 3, and M – 4 to the Consent Agenda. By voice vote, approval was unanimous.

Executive Assistant Lake read the Consent Agenda.

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

- * 1. Approval of Minutes: November 10, 2015 Council Meeting
- * 2. Approval of Claims & Payroll:
 - Payroll Checks Nos. 79125 – 79159 for a total of \$175,765.28
 - Payroll Checks Nos. 79160 – 79195 for a total of \$108,026.79
 - Claim Checks Nos. 66735 – 66790 for a total of \$642,789.56
- * 3. New Business K – 1: Approval to seek Requests for Statements of Qualifications (RFQ)
- * 4. Resolution M – 3: Resolution Authorizing the Mayor to Sign the Interlocal Correction / Detention Agreement with the Yakima County Department of Corrections for 2016
- * 5. Resolution M – 4: Resolution Authorizing the Mayor to Sign an Intergovernmental Cooperation Agreement with Grant County Fire District #11

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

J. Public Hearings

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

Clerk/Treasurer Novobielski addressed J – 1. He said that this is the final hearing on the proposed 2016 budget, and that the only new information received since the last hearing was the annual renewal from CIAW for their vehicle, liability & property insurance. He went on to say that, he had anticipated a five percent rate increase but it came in at twelve percent; the only good news is that this amount is split all across the board and isn't a major hit to any one fund.

Mayor Gawlik opened the floor to Council questions.

Council Member Tierney asked if the increase was across the industry or based on a business arrangement with the City.

City Administrator Wayman replied that it's calculated by Selah's risk management assessment, not the industry.

Council Member Tierney asked for confirmation that it's risk assessment but not losses.

City Administrator Wayman responded that it includes losses.

Clerk/Treasurer Novobielski noted that liability increased by ten percent, property by twelve, and vehicles/equipment by fifteen percent.

City Administrator Wayman remarked that he's asked the Department Heads to review the vehicle and equipment list to see if any can be removed or eliminated from the City's policy.

Council Member Tierney wondered if there was any chance of shopping around.

City Administrator Wayman replied in the affirmative, but noted that the City has been at a level three rating for the past several years due to claims ranging from sewer backups to wrongful terminations to vehicle accidents. He stated that they are in a long-term campaign to lower their requirements for the insurance company to deal with these things, and that he doesn't feel the City will get much of a better rate anywhere else.

Council Member Sample talked briefly about the Selah Downtown Association (SDA) and the work they do, saying that he doesn't feel it's right for the City to not allocate funds for the organization in the proposed budget, as they have in previous years.

Mayor Gawlik agreed, but informed Council Member Sample that the State Auditor questioned the three years of donations during the City's last audit.

Clerk/Treasurer Novobielski noted that their concern was that, prior to that summer, the City had nothing in writing regarding expectations of the funds they contributed to the SDA.

Mayor Gawlik commented that they are still waiting on a response from the Auditor's office about the possibility of getting a B&O tax break.

Mayor Gawlik opened the hearing. Seeing no one rise to speak, he then closed the meeting.

K. New Business

- * 1. Approval to seek Requests for Statements of Qualifications (RFQ)

L. Old Business None

M. Resolutions

Mayor Gawlik read aloud a statement regarding Council Member Williams being advised to recuse herself from hearing any matters pertaining to Mr. Torkelson, noting that he discussed the matter with legal counsel and was advised that Council has the authority to do so.

Council Member Tierney felt that the question was whether Council Member Williams is able to give a fair and impartial assessment to the matter before Council.

Mayor Gawlik polled the Council.

Council Member Smeback felt she should recuse herself.

Council Member Ritchie did not think she should recuse herself.

Council Member Sample abstained.

Council Member Tierney voted no against asking her to recuse herself.

Mayor Gawlik noted for the record that he had two no votes, one yes, and one abstention.

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

Community Planner Durant addressed M – 1. He stated that he would discuss both M – 1 and N – 1 together, as both are related. He talked about the application submitted and the proposed project, giving an explanation for the staff recommendation varying from the Hearing Examiner's recommendation of denial, noting that the Hearing Examiner was particularly concerned about open space, which is on the plat and will be made part of the title, and the development sharing the same name as the one across the street, which can be changed prior to recording the plat.

Council Member Sample asked him to clarify that there will be no new buildings.

Community Planner Durant responded in the affirmative.

Council Member Smeback remarked that he failed to see any place where the City stepped up to inform the Hearing Examiner that the R-1 zoning was a mistake on the City's part.

Community Planner Durant replied that all he has to go on regarding that is the Hearing Examiner's recommendation.

Council Member Smeback asked him to confirm that it was zoned R-2 when it was a vacant lot.

Community Planner Durant responded in the affirmative.

Council Member Smeback noted that the Hearing Examiner's denial was based on the erroneous R-1 zone of the property; the crux of the whole process was based off wrong information.

Community Planner Durant replied in the affirmative.

Council Member Ritchie wondered if Council received a copy of all the conditions.

Community Planner Durant responded that those conditions came from the Resolution, and that the Ordinance with conclusions is the Planned Development.

Council Member Ritchie inquired why it wasn't sent back to the Hearing Examiner once the zoning had been corrected.

Community Planner Durant said that staff thought it better to take this approach, noting that the Council has the ability to overturn it.

Council Member Ritchie wondered if the applicant would still be able to do a Planned Development under the old 10.24 if they denied it.

City Attorney Noe replied in the negative, saying that he wouldn't be vested at that point and his alternative would be to go to Superior Court. He noted that Council could remand the matter back to the Hearing Examiner if they chose, which will still give the applicant the benefit of 10.24.

City Administrator Wayman remarked that this is a very elementary issue and that he does not feel remanding it back to the Hearing Examiner is beneficial, as the main reason for denial was a mistake in the zoning.

Carl Torkelson approached the podium and addressed the Council. He requested that Council Member Williams recuse herself.

Council Member Williams refused.

Mr. Torkelson gave some background on the matter, citing some examples of similar projects that already have Council Approval.

Council Member Ritchie asked about the location of the common area.

Mr. Torkelson replied that it is back by the alleyway, and will be a sitting area with a park bench. He noted that there is no size requirement for the common area, and that what he proposes will allow residents to sit there and enjoy the weather.

Council Member Williams inquired if they were only looking at the preliminary plat right then.

Mayor Gawlik responded in the affirmative.

Council Member Williams did not see where this project was of any benefit to the community at large, and that the only advantage is to the developer. She stated that she had asked if Community Planner Durant had looked in City records to determine why the zoning designation was changed, and he indicated he hadn't. She didn't understand why the matter took so long to come before Council, and expressed concern that the open space area wouldn't have its own parcel number.

Mr. Torkelson commented that 5th Street Estates doesn't have a separate parcel for common space either; it is just like this.

Council Member Williams expressed some concern about the fifteen-foot driveway ingress.

Mr. Torkelson stated that this project would create decent and affordable housing, and turn rental properties into owner-occupied parcels, increasing the tax base to the City.

City Administrator Wayman asked what they would assess at.

Mr. Torkelson replied that they would be one hundred ninety thousand each.

Council Member Williams asked what they were currently assessed at.

Mr. Torkelson responded that he would need to look it up.

Council Member Smeback noted that the Hearing Examiner indicated in prior recommendations that he prefers to have developments become homes people can buy, and that these fit a need within the community.

Council Member Ritchie disagreed with the staff report, saying that she felt the Hearing Examiner brought up other issues that should be dealt with and discussed. She remarked that she would feel more comfortable remanding the matter back to the Hearing Examiner.

Mr. Torkelson asked if she wished to spend City funds to send it back to the Hearing Examiner.

Council Member Williams asked the City Attorney if the City would be obligated to pay for remanding the matter back to the Hearing Examiner.

Mayor Gawlik informed her they would, because they would be the requesting party.

City Attorney Noe said he would need to examine the Code.

City Administrator Wayman stated that the City would pay.

Council Member Williams remarked that she has never seen any evidence that the City made a mistake.

Mayor Gawlik explained that he was the City inspector during the construction, and that it was his responsibility to make sure the permit was properly issued and the land properly zoned

Community Planner Durant reminded Council that the property has been rezoned back to R-2.

Council Member Tierney moved, and Council Member Sample seconded, to approve the Resolution Approving the Preliminary Plat of “Speyers Court” (912.61.14-03) and Adopting Findings and Conditions of Preliminary Plat Approval. Roll was called: Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – no; Council Member Ritchie – no. Motion passed with three yes votes and two no votes.

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

Police Chief Hayes addressed M – 2. He said that they were told there would be a three percent increase, but the contract indicates a decrease. He was unsure whether to go back to the County on it, or have Council simply vote it in as is.

Clerk/Treasurer Novobielski observed that the quarterly payments for 2015 are more than proposed for 2016.

City Attorney Noe remarked that it has only been signed by the Sheriff and can be sent back.

Police Chief Hayes stated that he would send it back.

Mayor Gawlik said that the item would be postponed to the December 8th meeting.

- * 3. Resolution Authorizing the Mayor to Sign the Interlocal Correction / Detention Agreement with the Yakima County Department of Corrections for 2016
- * 4. Resolution Authorizing the Mayor to Sign an Intergovernmental Cooperation Agreement with Grant County Fire District #11

N. Ordinances .

1. Ordinance Amending Ordinance No. 1634 Zoning Map Amendment No. 914.61.14-02 Rezone to Planned Development

Community Planner Durant addressed N – 1. He said that this is the rezone for the preliminary plat Council had just voted on.

Council Member Williams asked who prepared the Ordinance and conditions.

Community Planner Durant responded that he did one, the City’s attorney did the other, and then City Attorney Noe reviewed both.

Council Member Smeback moved, and Council Member Sample seconded, to approve the Ordinance Amending Ordinance No. 1634 Zoning Map Amendment No. 914.61.14-02 Rezone to Planned Development. Roll was called: Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – no; Council Member Ritchie – no. Motion passed with three yes votes and two no votes.

2. Ordinance adopting 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2015-1 (Carl & Candi Torkelson) as recommended by the City of Selah Planning Commission

Community Planner Durant addressed N – 2. He explained the Comprehensive Plan amendment request and the actions taken by previous administration, noting that the Planning Commission recommends approval with the condition that this not set a precedent anywhere else in the City.

Council Member Tierney asked for the specific location.

Community Planner Durant replied that it’s at 905 West Fremont Avenue.

Council Member Tierney moved, and Council Member Williams seconded, to table the Ordinance adopting 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2015-1 (Carl & Candi Torkelson) as recommended by the City of Selah Planning Commission until the documentation is correct and submitted to Council in proper form. Roll was called: Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – yes; Council Member Ritchie – yes. By voice vote, approval was unanimous.

3. Ordinance Establishing the 2016 Salary Schedule for Management, Confidential and Unrepresented Employees

Assistant to the City Administrator Potter addressed N – 3. He said that City Administrator Wayman asked him to prepare the document, as they are proposing to go back to the format where Council approves pay for the non-representative employees. He noted that they were given an edited version due to a clerical error done by himself, which added both the Police Chief and Deputy Police Chief to the Ordinance. He stated that the numbers are what is represented in the budget currently.

Council Member Tierney moved, and Council Member Ritchie seconded, to approve the Ordinance Establishing the 2016 Salary Schedule for Management, Confidential and Unrepresented Employees. Roll was called: Council Member Tierney – yes; Council Member

Smeback – yes; Council Member Sample – yes; Council Member Williams – yes; Council Member Ritchie – yes. By voice vote, approval was unanimous.

4. Ordinance Amending the 2015 Budget for Energy Conservation Improvements

Clerk/Treasurer Novobielski addressed N – 4. He said that the Mayor was authorized to enter into a contract with the Department of Enterprise Services on March 10, 2015, and that this amends the budget for expenditures pertaining to that project.

Council Member Williams asked if any bills reflecting those savings had been received.

Clerk/Treasurer Novobielski replied that Pacific Power informed him the new lights switched the City to a different rate schedule, but they haven't been able to measure any savings as of yet.

Public Works Director Henne remarked that the next bill should reflect those changes.

Council Member Tierney moved, and Council Member Smeback seconded, to approve the Ordinance Amending the 2015 Budget for Energy Conservation Improvements. Roll was called: Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – yes; Council Member Ritchie – yes. By voice vote, approval was unanimous.

5. Ordinance Adopting the Budget for the City of Selah, Washington for the Year ending December 31, 2016

Clerk/Treasurer Novobielski addressed N – 5. He said that the Ordinance before Council is to set the appropriations for next year, with a proposed budget of just under fifteen million dollars.

Council Member Smeback moved, and Council Member Tierney seconded, to approve the Ordinance Adopting the Budget for the City of Selah, Washington for the Year ending December 31, 2016. Roll was called: Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – yes; Council Member Ritchie – yes. By voice vote, approval was unanimous.

O. Reports/Announcements

1. Mayor

Mayor Gawlik had no report.

2. Council Members

Council Member Ritchie had no report.

Council Member Sample had no report.

Council Member Tierney wished everyone a happy Thanksgiving.

Council Member Smeback echoed Council Member Tierney's sentiment.

Council Member Williams had no report.

3. Department

Public Works Director Henne said that he sent an email to Clerk/Treasurer Novobielski, from Ameresco, that Pacific Power would be revising streetlights billing on two of the City's accounts, both flat and metered rates. He noted that they have stopped reading residential meters for the season, and are only doing commercial until next spring. He commented that he's working with the Planning Department on Volunteer Park, to come up with a time schedule.

Community Planner Durant said that the number of applications has died off, and his focus now is the Comprehensive Plan update and UGA. He noted that the Planning Commission had looked at the first two chapters for the Comprehensive Plan update, and that they will start putting them on the website to get more people involved in the process.

Administrative & Marketing Specialist Tait said that the Senior room has new carpet and paint, and that, although the kitchen is still an issue, the inspector came in recently and only found a few minor things.

Council Member Tierney wondered if Civic Center rental contracts could have verbiage requiring rental of facility to include law enforcement officers.

City Attorney Noe responded that he doesn't know how a private citizen would go about securing an officer for their event, and he can't see the Council requiring a private citizen to procure a private police officer.

City Administrator Wayman said that, if an individual wants to have an event, the City couldn't require a police agency to provide personnel. He added that there may be instances where no officers are available.

Police Chief Hayes commented that his department didn't used to provide security for events, and that both CGI and Phoenix have done so in the past. He added that Selah officers are unwilling to do them because they don't get time and a half, and don't receive payment immediately.

Council Member Tierney wondered why they do not pay time and a half and pass those costs on to the person renting the facility.

Police Chief Hayes responded that it's a variable pay scale, and a bit of a mess to deal with.

Administrative & Marketing Specialist Tait felt that more discussion was warranted.

City Administrator Wayman stated that the most important issue is underage drinking; that's what security is there for.

Recreation Manager Brown said that the Selah Park & Recreation Service Area Board passed their bond earlier that month, and is in the process of selling those bonds. He noted that the Board is in the process of drafting an agreement between themselves and the City per recommendation from their bond counsel, which will come before Council in the near future.

City Administrator Wayman noted that the language in the first draft states that the City is not going to be responsible for raising the M&O levy, or for maintaining operations of the pool if the M&O levy doesn't pass.

Council Member Williams commented that the agreement is in draft process; neither the SPRSA nor the Council has reviewed it yet.

Recreation Manager Brown remarked that the first draft has been sent to the SPRSA bond attorney, and the Board will hold a special meeting on December 2nd in hopes of getting it on the December 8th Council Meeting.

Assistant to the City Administrator Potter said that the Selah School District is holding an event on December 8th, from 8-11am, to discuss learning objectives and building plans for the future. He requested that any interested Council Members contact himself or Executive Assistant Lake. He gave a brief update on the Community Planner position, saying that they have received several applications and will schedule interviews. He note that the approval of the 2016 budget means a discussion with the union about the animal control officer position, which will become eighty percent animal control and twenty percent court security.

Mayor Gawlik asked if he would write tickets.

Assistant to the City Administrator Potter responded in the affirmative, saying that he has a limited full commission.

Council Member Williams asked about the latest information from Arnett Muldrow & Associates.

Assistant to the City Administrator Potter replied that he has several pieces but not the entire presentation as of yet.

City Administrator Wayman remarked that they aren't ready to present it yet.

Council Member Ritchie asked if it could be posted on the City's website when it is ready.

Assistant to the City Administrator Potter responded in the affirmative, adding that the SDA intends to share the information with Council in a study session.

Fire Chief Hanna thanked Council for adoption of the budget, and gave a brief update regarding major purchase items in the 2015 budget.

Clerk/Treasurer Novobielski provided a sales tax revenue update.

Police Chief Hayes said that they are in the process of testing for the vacant position, and have reduced the fifteen applicants to seven. Those seven will take the written test on December 8th, and Orals on December 16th. He hopes to have the new officer ready to go on January 1st.

Council Member Tierney asked about the psychological evaluation.

Police Chief Hayes responded that the evaluation is a two-part test, and that they are mandated by RCW to do a polygraph and psych on all candidates, along with a physical.

City Administrator Wayman had no report.

City Attorney Noe had no report.

4. Boards

a. Planning Commission Minutes – November 3, 2015 Meeting

Council took a ten minute recess.

P. Executive Session

1. 15 Minute Session – Real Estate RCW 42.30.110(1)(b)

Council went into Executive Session at 9:04pm. At 9:19pm, Council went back on the record. Mayor Gawlik stated that no action was taken during the Executive Session.

Q. Adjournment

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

The meeting adjourned at 9:19 pm.

John Gawlik, Mayor

EXCUSED

Paul Overby, Council Member

John Tierney, Council Member

Dave Smeback, Council Member

Roy Sample, Council Member

Jane Williams, Council Member

Laura Ritchie, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer



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



COUNCIL MEETING ACTION ITEM

12/8/2015

I – 2

Title: Claims & Payroll

Thru: Donald Wayman, City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: See Check Registers

Funding Source: Various. See Check Registers.

Staff Recommendation:

Approval of Claims & Payroll as listed on Check Registers.

Background / Findings & Facts:

See Check Registers.

Recommended Motion:

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



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



COUNCIL MEETING ACTION ITEM

12/8/2105 M – 1

Title: Resolution Authorizing the Mayor to Sign a Legal Advertising Contract with the Yakima Herald-Republic for the 2016 Calendar Year

Thru: Donald Wayman, City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: The rate of \$14.80 per column inch for the first insertion and \$14.06 per column inch for each subsequent insertion of a particular advertisement

Funding Source: Fund 001

Staff Recommendation:

Approval of the 2016 advertising contract with the Yakima Herald-Republic

Background / Findings & Facts:

The Yakima Herald-Republic is the only local daily newspaper in the area at present. The City is required to publish all Ordinances per RCW 65.16.160, as well as items like public hearing notices, special meetings, and employment openings.

Recommended Motion:

Move to Approve



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



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

Date:	Action Taken:
1/13/2015	Resolution Authorizing the Mayor to Sign a Legal Advertising Contract with the Yakima Herald-Republic for the 2015 Calendar Year
12/10/2013	Resolution Authorizing the Mayor to Sign a Legal Advertising Contract with the Yakima Herald-Republic for the 2014 Calendar Year
12/11/2012	Resolution Authorizing the Mayor to Sign a Legal Advertising Contract with the Yakima Herald-Republic for the 2013 Calendar Year
12/27/2011	Resolution Authorizing the Mayor to Sign a Legal Advertising Contract with the Yakima Herald-Republic for the 2012 Calendar Year

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A
LEGAL ADVERTISING CONTRACT WITH THE YAKIMA
HERALD-REPUBLIC FOR THE 2016 CALENDAR YEAR

WHEREAS, the City of Selah must publish certain ordinances, legal notices and other legal advertising, and

WHEREAS, the City desires to engage the services of *Yakima Herald-Republic* to provide such publication services, and

WHEREAS, *Yakima Herald-Republic* desires to provide such services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON to authorize the Mayor to sign a legal advertising contract with the *Yakima Herald-Republic* for the 2016 calendar year. The contract is attached hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of December, 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

RESOLUTION NO. _____

December 2, 2015

City of Selah
Dale Novobielski, Clerk/Treasurer
115 West Naches Ave.
Selah, WA 98942

Mr. Novobielski,

Enclosed are two copies of the contract for legal publications for next year, beginning January 1, 2016. Please look it over and let me know if you have any questions. When ready, please have it signed and returned to my attention. Thank you.

Sincerely,

Simon Sizer
Legal/Obituary Clerk
509-577-7740
Yakima Herald-Republic
ssizer@yakimaherald.com



CITY OF SELAH

115 West Naches Avenue
Selah, Washington 98942

Phone 509-698-7328
Fax 509-698-7338

LEGAL ADVERTISING CONTRACT

THIS CONTRACT, executed this 1st day of January 2016 by and between the City of Selah, Washington, hereinafter called the City, and the Yakima Herald-Republic, hereinafter called the Publisher;

WITNESSETH:

WHEREAS, the Publisher proposes as follows: at the rate of \$14.80 per column inch for the first insertion and \$14.06 per column inch for each subsequent insertion of a particular advertisement in solid nonpareil type; the parties agree as follows:

The City does hereby accept the aforesaid bid of the Publisher, and agrees to pay the Publisher accordingly for the required printing and publishing of City ordinances, resolutions, legal notices and other legal advertising required by law to be published by the City commencing on the date hereof and ending on the 31st day of December, 2014.

The name of the newspaper in which the City legal advertising is to be printed is the Yakima Herald-Republic.

Executed the day and year first above written.

CITY OF SELAH, WASHINGTON

Dale E. Novobielski, Clerk-Treasurer
City of Selah

John Gawlik, Mayor
City of Selah

Sharon Prill, Publisher
Yakima Herald-Republic





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



COUNCIL MEETING ACTION ITEM

12/8/2015 M-2

Title: Resolution authorizing the Public Works Director to sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$50,000 in grant funds for the City's Stormwater Management plan.

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Staff is requesting the Public Works Director sign a Stormwater Capacity Agreement Grant with Washington Department of Ecology for \$50,000 in grant funds for the City's Stormwater Management plan.

Background / Findings & Facts:

In May of 2014 the City approved an Intergovernmental Local Agreement for Stormwater Permit Compliance Activities between Yakima County and the Cities of Union Gap and Sunnyside. The City is working with Yakima as a co-permittee to manage and administer our new Eastern Washington Phase II Municipal Stormwater General Permit from the Department of Ecology. The City has been approved for \$50,000 in grant funds from Department of Ecology



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



to assist with implementation or management of municipal Stormwater programs.

Recommended Motion:

Authorize the Public Works Director to sign the Stormwater Capacity Agreement Grant with Ecology for \$50,000 in grant funds as per the requirements of the Secure Access Washington (SAW) and the Department of Ecology's Administration of Grants and Loans (EAGL) account as the main signatory.



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



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

Date: Action Taken:

5/13/2014 City Council approves a resolution authorizing the Mayor to sign an Interlocal Agreement for Stormwater Permit Compliance Activities between Yakima County and the Cities of Selah, Union Gap and Sunnyside.

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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR
TO SIGN A WATER QUALITY STORMWATER CAPACITY
AGREEMENT WITH THE WASHINGTON DEPARTMENT OF
ECOLOGY FOR \$50,000 IN GRANT FUNDS FOR THE CITY'S
STORMWATER MANAGEMENT PLAN**

WHEREAS, the Washington Department of Ecology has awarded the City of Selah a grant of \$50,000 for the City's Stormwater Management Plan; and

NOW THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, the Public Works Director be authorized to sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for grant funds in the amount of \$50,000 for the City's Stormwater Management Plan per the requirements of the Secure Access Washington (SAW) and the Department of Ecology's Administration of Grants and Loans (EAGL) account 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 December, 2015.

John Gawlik, Mayor

ATTEST:

Dale Novobielski, Clerk/ Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

RESOLUTION NO. _____

Agreement No
Project Title
Recipient Name

WQSWCAP-1517-Selah-00116
2015-2017 Biennial Stormwater Capacity Grants
City of Selah



Agreement WQSWCAP-1517-Selah-00116

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Selah

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, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Selah

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: jhenne@ci.selah.wa.us

Organization Fax: (509) 698-7372

Contacts

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

Agreement No WQSWCAP-1517-Selah-00116
Project Title: 2015-2017 Biennial Stormwater Capacity Grants
Recipient Name City of Selah

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington. 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638
Financial Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington. 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638

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 the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in 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.

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.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

City of Selah

Program Manager

Date

Joseph Keenth Henne

Date

Heather Bartlett

Public Works Director

Water Quality

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

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: \$45,000.00

Task Title: Project Administration/Management

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review and/or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Project Administration/Management

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No. WQSWCAP-1517-Selah-00116
 Project Title 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name City of Selah

BUDGET

Funding Distribution EG160463

Funding Title: Capacity Grant FY16
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2015
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY16	Task Total
Project Administration/Management	\$ 2,500.00
Permit Implementation	\$ 22,500.00

Total: \$ 25,000.00

Agreement No WQSWCAP-1517-Selah-00116
Project Title 2015-2017 Biennial Stormwater Capacity Grants
Recipient Name City of Selah

BUDGET

Funding Distribution EG160464

Funding Title: Capacity Grant FY17
Funding Type: Grant Funding Expiration Date: 03/31/2017
Funding Effective Date: 07/01/2016
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
Type: State
CFDA:
Assistance Agreement:
Description: MTCA

Recipient Match %: 0
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Project Administration/Management	\$ 2,500.00
Permit Implementation	\$ 22,500.00

Total: \$ 25,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

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.

“Defeasement” 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 Defease 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 FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

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 negotiated agreement and submit a copy of the agreement 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 and Historic Resources Protection Compliance with Environmental Laws and Regulations. 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 by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in 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 construction. 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 also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval 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 for Section 319 funded projects or 7 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.

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 will 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 ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

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.

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 the department 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.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice 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

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/1401002.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 or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

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 may require approval by ECOLOGY prior to purchase.
- 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@des.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 should submit final requests for compensation within thirty (30) days after the expiration date of 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 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 contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS 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.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

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

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) 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, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents 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 shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. 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, 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 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:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. 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, <http://www.ecy.wa.gov/programs/swfa/epp>.

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. 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.

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

Agreement No WQSWCAP-1517-Selah-00116
Project Title 2015-2017 Biennial Stormwater Capacity Grants
Recipient Name City of Selah

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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 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

12/8/2015 M – 3

Title: Resolution Authorizing the Mayor to Sign a Memorandum of Understanding with the Selah School District regarding the Use of Maintenance of Ballfields during Tournaments

Thru: Donald Wayman, City Administrator

From: Charles Brown, Recreation Manager

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

I recommend signing the MOU with the SSD. This puts some parameters on what both parties expect of the other when tournaments are happening at Carlon Park.

Background / Findings & Facts:

When GYGSA started they were using the four fields at Carlon Park. Since then their numbers have grown and they added a small 10U field at Carlon Park and started using the High School varsity and junior varsity fields. Our maintenance crew maintains those fields during tournaments. This agreement lines out different maintenance issues that may occur along with dealing with scheduling conflicts that occasionally arise through the year.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Recommended Motion:

Move to approve the MOU with the Selah School District and the City of Selah.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF SELAH AND THE SELAH
SCHOOL DISTRICT REGARDING THE USE OF MAINTENANCE OF
BALLFIELDS DURING TOURNAMENT USE

WHEREAS, the City of Selah (City) and the Selah School District (SSD) desire to sign a Memorandum of Understanding regarding the use of maintenance of ballfields during tournament use;

Whereas, the Greater Yakima Girls Softball Association (GYGSA) and other similar associations have used the City owned fields and the SSD owned fields for tournament play;

Whereas, the City and SSD have worked cooperatively in the past to accommodate such tournament use and have agreements concerning the use of such fields;

Whereas, the City and SSD wish to further establish their respective duties and obligations concerning the fields during such tournament use;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be authorized to sign a Memorandum of Understanding between the Selah School District and the City of Selah regarding the use of Maintenance of Ballfields during tournament use.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8th day of December, 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

RESOLUTION NO. _____

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered between the Selah School District (SSD) and the City of Selah, (City), regarding the use of Maintenance of Ballfields during tournament use.

Whereas, the City owns, operates, and maintains softball fields on City owned property at Carlon Park;

Whereas, the SSD owns, operates, and maintains softball fields (varsity and junior varsity fields) on SSD property;

Whereas, the Greater Yakima Girls Softball Association (GYGSA) and other similar associations have used the City owned fields and the SSD owned fields for tournament play;

Whereas, the City and SSD have worked cooperatively in the past to accommodate such tournament use and have agreements concerning the use of such fields;

Whereas, the City and SSD wish to further establish their respective duties and obligations concerning the fields during such tournament use;

NOW WHEREFORE, the parties agree as follows:

The SSD will:

1. Turn off the sprinkler sets for the SSD varsity and junior varsity softball fields on Friday and will leave them off until Sunday evening to accommodate softball tournaments that will utilize these fields.
2. Schedule middle school softball practices so that those practices will end by 4:00pm on Fridays before scheduled tournaments. The City will notify the SSD at the beginning of each season the dates for any tournaments. The "seasons" shall be the time period of March through October. If ending practice at 4:00 pm is not feasible the City shall be notified two (2) weeks in advance so the City's work schedules can be adjusted.
3. Provide a SSD contact phone number in case there is an issue with the SSD varsity or junior varsity softball field that is beyond the normal scope of the City's field use and maintenance previously agreed upon and as further described below.

The City will:

1. During tournament play, perform routine game maintenance on the SSD varsity and junior varsity softball fields between rounds.
2. Clean up trash along SSD's fence line and in SSD's parking lots that is caused by tournaments at Carlon Park. Empty trash cans located at the SSD's high school property.
3. Make repairs to SSD property if damaged during tournaments. Notify SSD of any such damages. If damages occur from participation at the tournament requiring the City to make repairs, the City will not invoice the SSD for those repairs.
4. If necessary mow the fields on the Thursday prior a tournament that will be using the SSD's varsity and junior varsity softball fields.

In witness whereof, the parties hereto have caused this MOU to be executed for a term of 24 months, to commence on January 1, 2016 and to end on December 31, 2018.

SSD

Address: _____

Phone: () _____

By: _____

Signature

Date

Print Name

Title

CITY
Selah Parks & Recreation
216 South 1st Street
Selah, WA 98942
509.698.7301

By: _____
Signature

_____ Date

John Gawlik

City Mayor
Title



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



COUNCIL MEETING ACTION ITEM

12/8/2015 M - 4

Title: Resolution Authorizing the Mayor to Sign a Facility Use Agreement between the City of Selah and the Greater Yakima Girls Softball Association (GYGSA)

Thru: Donald Wayman, City Administrator

From: Charles Brown, Recreation Manager

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: Varied

Funding Source: Fund 001

Staff Recommendation:

I recommend signing the Joint Use Agreement with GYGSA. It will continue to allow them to run tournaments at Carlon Park which brings in large amounts of commerce throughout the year to our gas stations, grocery stores and restuarants.

Background / Findings & Facts:

We are coming to the end of a 15 year contract with this organization. Throughout the 15 years GYGSA has brought in thousands of people to our city and hosted local, state regional and one national tournament. Their own summer tournaments have brought teams from Alaska, Idaho, Oregon and Montana. The organization has been a huge part of developing the park into what it is today and most recently they paid to install the scorekeeper boxes



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



behind the dugouts. GYGSA not only hosts tournaments but they hold a league as well which brings teams in from Cle Elum down to Zillah. Additionally they have worked to secure the UW Huskies coming to town for exhibition games and skills camps. We have shortened the contract length from 15 to 5 years to allow us to revisit this more regularly and adjust pricing if needed and make sure that the information in the contract remains relevant to operations.

Recommended Motion:

Move to approve the Joint Use Agreement between GYGSA and the City of Selah.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FACILITY USE
AGREEMENT BETWEEN THE CITY OF SELAH AND THE GREATER
YAKIMA GIRLS SOFTBALL ASSOCIATION (GYGSA)**

WHEREAS, the City of Selah (City) and the Greater Yakima Girls Softball Association (GYGSA) desire to sign a Facility Use Agreement regarding the use of the City's Carlon Park facility and lease the associated concession stand;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be authorized to sign a Facility Use Agreement between the Greater Yakima Girls Softball Association and the City of Selah.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8th day of December, 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

RESOLUTION NO. _____

FACILITY USE AGREEMENT

THIS AGREEMENT entered into this 8th day of December, 2015 by and between the CITY OF SELAH, a municipal corporation, hereinafter referred to as "CITY" and the GREATER YAKIMA GIRLS SOFTBALL ASSOCIATION, hereinafter referred to as "GYGSA."

WITNESSETH:

For and consideration of the terms and conditions hereof CITY does hereby permit the use of its Carlon Park facility and does hereby lease the associated concession stand, described more fully in the attached Exhibit "A" situated in the City of Selah, County of Yakima, State of Washington for the purpose herein enumerated.

1. **TERM:** The term of this use agreement and concession stand lease shall be for a period of five years commencing January 1, 2016 and ending on December 31, 2020. The use agreement and lease may be renewable for two (2) additional five-year periods upon the agreement of the parties subject to the same terms and conditions herein.
2. **GYGSA'S AGREEMENT TO CONTRIBUTE FUNDS:** In consideration for the continued use of the Carlon Park for GYGSA activities, GYGSA covenants and agrees to contribute funds toward the renovation and improvement of Carlon Park facility.
3. **GYGSA'S USE OF CARLON PARK FACILITY:** GYGSA'S use of the Carlon Park facility shall be solely for the purpose of conducting softball games, practices, softball tournaments, and other activities in furtherance of GYGSA'S use of the Carlon Park facility is subject to the following agreements:
 - A. **Season** - The GYGSA season shall run March through October
 - B. **Tournaments** - No games shall be scheduled to start after 8:00pm with the exception of the Hot August Nights Tournament
 - C. **Payment** - The parties agree that the following components comprise the total use fee for the softball fields at Carlon Park:
 - i. **Field Lights** - GYGSA agrees to pay the CITY eighteen dollars (\$18.00) per hour, per field for overhead field lights on the softball fields at Carlon Park. The responsibility of turning on the overhead lights lies with the CITY. This fee is subject to change if the CITY incurs a rate increase from the Power Company
 - ii. **Field Preparation Fee (League)** - GYGSA shall pay twenty five dollars (\$25.00) per field per night for softball fields used by GYGSA. Said fee shall constitute a Field Preparation
 - iii. **Field Preparation Fee (Tournaments)** - GYGSA shall pay twenty five dollars (\$25.00) per field preparation at Carlon Park per field per game and thirty dollars (\$30.00) per field, per game at the Selah High School fields. These fees are subject to increase

2.5% for Cost of Living in the first year of the agreement and revisited by both parties each year for the remainder of the agreement.

- D. **Payment Terms** - The City shall bill GYGSA on a yearly basis. Final Billing and payment of the use fees shall occur within thirty (30) days of the end of GYGSA'S use of the fields for the year.
 - E. **Use and Scheduling** - The CITY agrees that GYGSA shall have priority use of the five (5) softball fields at Carlon Park during their normal softball season of March through October, except where the Selah School District Softball teams will have priority of scheduling. The CITY reserves the right to coordinate all scheduling of events on the softball fields and guarantees GYGSA that:
 - i. All scheduled GYGSA practices and games, to include tournaments, will be guaranteed scheduling priority usage in cooperation with the Selah School District due to the existing "joint use facilities" agreement. GYGSA shall present to the CITY a proposed schedule for all GYGSA practices and games at least ten (10) days prior to the first GYGSA game or practice at Carlon Park. GYGSA shall present to the City the tournament schedule the Monday before each tournament begins.
 - ii. All tournaments shall be scheduled by November 30th for the next year.
 - F. **Field Improvements** - GYGSA may consider making improvements to the softball fields at Carlon Park as finances allow. GYGSA shall not make any improvements to the field(s) without written authorization of the CITY. Any improvements made by GYGSA to Carlon Park shall become the property of the CITY upon termination and/or expiration of this Agreement. All improvements shall remain at Carlon Park unless the CITY asks GYGSA to remove them.
4. **CONCESSION STAND LEASE:** The CITY grants exclusive permission to GYGSA to manage, use and operate the concession stand at the Carlon Park softball fields for the sale of concessions during all scheduled activities at the Carlon Park softball fields. In exchange, GYGSA agrees to staff, stock and otherwise manage the concession stand at Carlon Park for all scheduled events at the softball fields to include all scheduled events whether GYGSA is involved or not. The intent of this agreement is to make sure that concessions are available at all scheduled events at the Carlon Park softball fields and to ensure exclusive rights to GYGSA is required to have the concession stand open and functioning. The following terms apply to the concession stand lease:
- A. GYGSA shall pay for water to the concession stand.
 - B. GYGSA shall keep the area within thirty (30) feet of the concession stand clear of litter and dispose of inside garbage to exterior bins on a daily basis for disposal by CITY crews.
 - C. GYGSA and its employees shall maintain current food handler's permits with the Yakima Health District and abide by the written standards of operation
 - D. **Rental Fee for the Concession Stand** - GYGSA shall pay the CITY the sum of \$3000. All payments to the CITY shall be made by GYGSA on or before the first day of November of each year of the lease.

- E. **Financial Report** - Prior to the end of each calendar year of this Agreement, GYGSA shall provide a written financial report to the CITY in a form required by the CITY. GYGSA shall maintain adequate financial records to allow the CITY to audit concession stand finances. The CITY shall have the right to inspect any and all financial records and books related to GYGSA'S rental of CITY property.
5. **WATER AND TAXES:** CITY will pay all irrigation expense, all irrigation and drainage assessments assessed against the Carlon Park facility during the term hereof and at CITY'S own cost and expense to provide all necessary labor, materials, supplies and equipment necessary to properly maintain the park and leased premises. CITY will pay all taxes but shall not be responsible to GYGSA for the water supply to the land or be liable for damages resulting from shortage of water from any case.
6. **CONDITION OF PREMISES:** GYGSA agrees to use Carlon Park and the concession stand for the purposes enumerated herein. GYGSA shall take all reasonable measures to ensure that Carlon Park facility and concession stand are not damaged in any manner except for reasonable wear and tear. GYGSA shall be responsible for any damage caused as the result of the actions or omissions of its employees, representatives and agents with respect to the use of the Carlon Park facility and the concession stand. GYGSA shall be responsible for any damage to the Carlon Park facility and concession stand as the result of the actions or omissions of any of the participants to the softball games, practices, and tournaments sponsored by GYGSA.
7. **LIENS:** GYGSA agrees not to allow or permit any liens to attach to the CITY'S interest in Carlon Park and the concession stand.
8. **INDEMNIFICATION AND HOLD HARMLESS**
- A. GYGSA hereby agrees to indemnify and hold harmless the CITY on account of any claims, damages, actions or causes or action, or any liability whatsoever on account of or resulting from the use of the concession stand and softball fields during GYGSA activities conducted during the term of this Agreement. Said agreement includes indemnification for any costs of litigation and reasonable attorney's fees that may be incurred by the CITY
- B. GYGSA shall keep in effect at all times during the term of this Agreement, liability insurance in the amount of one million dollars (\$1,000,000) per occurrence. The CITY shall be named as an additional insured on the liability policy. GYGSA shall provide the CITY, on an annual basis, a copy of said liability insurance policy.
9. **ASSIGNMENT AND SUB-LEASE:** This Agreement and concession stand lease are personal to GYGSA and shall not be transferred. Further, no portion of Carlon Park may be sub-let to any person, firm or corporation without written consent of the CITY being first obtained.
10. **DEFAULT AND REENTRY:** If any rent or fees shall be and remain unpaid when the same shall be due, or if GYGSA shall violate or default in any of the covenants and agreements herein

contained, then the CITY may terminate this Agreement and lease upon giving a written forty-five (45) day notice (said notice will be provided to all board members of GYGSA), and the CITY may reenter the premises and require GYGSA to vacate unless the default is cured within the forty-five (45) day notice period.

11. **TERMINATION BY CITY** - In addition to any other reason for termination contained herein, this Agreement may be terminated by the CITY at its option if any one or more of the following events shall occur:

- A. A transfer, assigning or subletting of any GYGSA rights of interests hereunder without the prior written consent of the CITY, or
- B. Any lien is filed against the premises because of any act or omission of GYGSA and it is not removed with a reasonable period of time, or
- C. GYGSA shall voluntarily abandoned, desert, terminate or discontinue its operation of the facility, or
- D. GYGSA shall fail to duly and punctually pay the rentals and/or fees as required under this Agreement when due to the CITY, or
- E. GYGSA fails to comply with any of its obligations hereunder, or
- F. GYGSA no longer practices or plays softball at Carlon Park, or
- G. GYGSA fails to adequately maintain financial records relative to the rental of CITY property.

12. **HEIRS, PERSONAL REPRESENTATIVES AND ASSIGN:** This agreement shall be binding upon and shall inure the benefit of the heirs, legal representatives, and assigns of the parties hereto.

13. **ATTORNEY'S FEES:** In any suit arising out of the enforcement of this agreement, the prevailing party shall recover reasonable attorney's fees in addition to the costs allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

GYGSA

CITY OF SELAH

John Gawlik, Mayor

Date: _____

Date: _____

ATTEST:

Dale Novobielski, Clerk/Treasurer



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



COUNCIL MEETING ACTION ITEM

12/8/2015 M – 5

Title: Resolution Authorizing the Mayor to sign Master Interlocal Agreement with Yakima County for Growth Management Act Implementation

Thru: Donald Wayman, City Administrator

From: Thomas R Durant, Community Planner

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Approval.

Background / Findings & Facts:

This is an agreement between Yakima County and all of the Cities and Towns including Selah for the management of growth and development in the Urban Growth Areas outside of the City Limits where Yakima County continues to have legal jurisdiction, but both the County and the City have interests.

The Master Interlocal Agreement replaces an existing agreement executed by the City on July 13, 1999.

Recommended Motion:

I move the Council authorize the Mayor to sign the Master Interlocal Agreement for Growth Management Act Implementation in Yakima County.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE MASTER INTERLOCAL AGREEMENT WITH YAKIMA COUNTY FOR GROWTH MANAGEMENT IMPLEMENTATION

WHEREAS, Yakima County has proposed a new Master Interlocal Agreement to succeed the existing Interlocal Agreement, executed by the City and the County in 1999 to provide a management structure for growth and development in the Urban Growth Area outside of the city limits where the County continues to have legal jurisdiction, but both the County and the City have interests; and,

WHEREAS, the purpose of the Urban Growth Area is to designate areas for urban growth, levels of service and eventual annexation. Consequently, the County and City must have coordinated urban density, land use and development standards to assure consistency with the Growth Management Act (Chapter 36.70A, RCW); and,

WHEREAS, the intent of the proposed agreement is to meet the objectives of the Growth Management Act, set out processes for the coordination of planning, provide public improvements, and clarify administrative and development processes, now, therefore,

BE IT HEREBY RESOLVED hereby authorizes the Mayor is hereby to sign the Master Interlocal Agreement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8th day of December 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

MASTER INTERLOCAL AGREEMENT

**FOR GROWTH MANAGEMENT ACT IMPLEMENTATION
IN YAKIMA COUNTY**

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I. PREAMBLE

A. PURPOSE

The primary purpose of this Agreement is to provide a management structure for growth and development occurring in Urban Growth Areas (UGAs) to ensure that coordinated Growth Management Act (GMA) goals will be met. In areas that are outside of city limits, but within the UGA, the County continues to have legal jurisdiction, but both the County and respective City have interests. The purpose of UGA designation is to target these areas for urban growth and urban levels of services, and eventual annexation or incorporation. Consequently, the County and cities' must have coordinated

visions for urban density land use and development standards to assure consistency with the GMA. This Agreement is intended to meet the objectives of the GMA, set out processes for coordination of planning, provide public improvements, and to clarify administrative and development processes for citizens, the Cities and the County.

B. BACKGROUND

Outlined below are statute, regulation, and agreements that provide the framework for this Agreement.

1. Growth Management Act

The enactment of GMA by the Washington State Legislature in 1990 fundamentally changed the way comprehensive land use planning is carried out in the state. The GMA requires that counties and cities update their comprehensive land use plans consistent with statewide goals and to coordinate their planning efforts with each other.

2. County-wide Planning Policies (CWPPs)

To assure that this coordination is carried out, the 1991 Legislature passed companion legislation (RCW 36.70A.210) requiring counties and cities to coordinate the development of local comprehensive plans through a set of mutually developed CWPPs.

Following review and recommendation by the Cities, the CWPPs were adopted by the Board of Yakima County Commissioners in June 1993 and updated in 2003. This agreement implements the Yakima County-wide Planning Policies (CWPP) as adopted by Yakima County and its cities.

3. Urban Growth Areas

The GMA states that urban growth should first be located in areas already characterized by urban growth that have adequate existing public facility and service capacities to serve such development, second in areas already characterized by urban growth that will be served adequately by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided by either public or private sources, and third in the remaining portions of the urban growth areas. [RCW 36.70A.110(3)]

Therefore, the CWPPs include specific policies to encourage growth in UGAs and discourage urban growth outside of these areas. Also, these policies strive for development within UGAs in a logical fashion outward

from the edge of developed land in conjunction with the provision of infrastructure and urban services.

4. Provision of Services within UGAs

The GMA recognizes that, in general, the Cities are the units of government most appropriate to provide urban governmental services. [RCW 36.70A.110(4)] This preference does not preclude provision of services by other providers, but suggests if all factors were equal in an evaluation of potential service, the City is the preferred provider of urban governmental services.

II. AGREEMENT

A. PARTIES TO AGREEMENT

This Agreement is entered into individually between Yakima County (hereinafter referred to as the "County") and each of the following municipalities: the Cities of Grandview, Granger, Mabton, Moxee, Selah, Sunnyside, Tieton, Toppenish, Union Gap, Wapato, Yakima and Zillah, the Towns of Harrah and Naches (hereinafter referred to as the "City" or "Cities").

B. AUTHORITY

This Agreement constitutes an exercise of authority granted to the Cities and the County under Chapter 39.34 RCW, the Interlocal Cooperation Act, and Chapter 36.70A, the Growth Management Act. Copies of this Agreement and any sub-agreements shall be filed by Yakima County with the Yakima County Auditor and the Washington State Department of Commerce.

C. OBJECTIVES

The objectives of this Agreement are:

1. To implement the provisions of GMA and the CWPPs, including facilitation of urban growth within UGAs, while maintaining consistency with the County's and City's comprehensive plan.
2. To assure allowable growth and development within UGAs is clearly understood by the Cities, the County, other service providers and citizens in these areas.
3. To assure that the policies and procedures leading to such development are clearly defined.

4. To define responsibility for the provision of urban services and the level of service to be provided.
5. To assure communication among the Cities, the County and citizens as planning, growth, and development decisions are made.
6. To use decision-making processes that are consistent with the County's and City's responsibilities, and which consider the long term objectives, plans and development standards of the Cities.
7. To provide for common and joint processes of the Cities and the County to foster overall operational partnership, efficiency, and unified policy and direction.
8. To assure that public participation processes targeting property owners and residents of affected UGAs areas are undertaken as this Agreement is implemented.
9. To encourage economic development with a balanced application of the goals, policies, and strategies of the various comprehensive plans.
10. To establish the protocols and responsibilities for developing and maintaining the common system for data collection and analysis.

D. COOPERATIVE PLANNING SYSTEM

1. UGA Boundaries

The record of official UGA boundaries designated by the County pursuant to the Growth Management Act shall be maintained as a part of the future land use map in the County's adopted comprehensive plan. Copies of the official UGA boundary shall be provided to the City. Cities shall notify the County of any disparities.

The County adopts UGA boundaries consistent with the provisions of the Growth Management Act, CWPPs, YCC Title 16B.10 and this Agreement.

2. Urban Growth Area Future Land Use Designations

To ensure consistency between future land use designations and zoning for property within unincorporated urban growth areas, not covered by adopted subarea plans, the County will adopt future land use designations for those properties and zone them accordingly. The plan designations and zoning within these areas will be determined in

a coordinated effort between the County and each city as part of the scheduled County-wide UGA updates process, set forth in YCC Title 16B.10 and this Agreement. The County will ensure that land use designations and zoning for property within unincorporated urban growth areas covered under an adopted subarea plan are consistent with the applicable subarea plan.

The Cities may provide the County with pre-zoning map(s) during the County-wide UGA update process depicting the City's preferred zoning for the unincorporated portions of their respective UGA. Said pre-zoning shall be consistent with comprehensive plan land use designations. When utilized, the pre-zoning map shall serve as an indication of the City's intentions with respect to land uses in the area upon annexation, and shall be considered by the County when making revisions.

E. PLANNING IMPLEMENTATION

Since UGAs are intended to accommodate urban growth and eventually be part of cities, a mechanism is needed to assure that planning and permitting decisions of the County are generally consistent with the planning objectives and development standards of the Cities.

1. Amending Urban Growth Boundaries

Urban Growth Areas are intended to implement the planning goals of the Growth Management Act (GMA), CWPPs and the planning and land use objectives of adopted comprehensive plans by encouraging development in urban areas where adequate public facilities and services exist or as documented in each jurisdiction's capital facilities plan. To implement the goals of this Agreement, all jurisdictions shall adhere to the following requirements for the review of urban growth areas and amendments to the boundaries:

a. Urban Growth Boundary Amendment Cycle

Yakima County shall conduct a county-wide UGA review according to the schedules established YCC Title 16B.10.040 (5), or at a minimum the timeframes established under RCW 36.70A.130. Cities may request amendments to UGA boundaries outside of the county-wide UGA review schedules listed above under the emergency amendment process allowed under RCW 36.70A.130(2)(b).

Emergency amendment requests must be made in writing to the Board of Yakima County Commissioners and if accepted, the proposed amendment will be evaluated based on the criteria and requirements under YCC 16B.10, this Agreement and the most recent LCA information and population allocations used by the County during the most recent UGA review process.

b. Population Allocations

The baseline for the twenty-year County-wide population forecasts shall be based on the State of Washington's Office of Financial Management (OFM) 20-year GMA population projections. The population forecasts will be allocated to the Cities and the unincorporated urban areas by Yakima County, as set forth in YCC 16B.10.040 and the GMA.

c. Buildable Lands Model (BLM)

The BLM allows local jurisdictions to compare anticipated growth against actual development over time to determine if there is enough suitable land inside the UGA to accommodate the growth anticipated during the remaining portion of the 20-year planning period and if jurisdictions are achieving their adopted urban densities inside urban growth areas. This process may be used by Yakima County if determined necessary.

d. Land Capacity Analysis (LCA)

The LCA is to establish an objective approach by which to determine the current supply of land and how much population and development each jurisdiction can expect to accommodate under current zoning and development regulations in the existing incorporated and unincorporated UGAs. Yakima County shall conduct the LCA, using the LCA methodology outlined in the Yakima County Comprehensive Plan Land Use Element, YCC 16B.10.095(2), the CWPPs and this Agreement.

e. Capital Facilities Planning

Cities must submit an adopted Capital Facilities Plan that includes any capital assets that are needed to accommodate future growth within the proposed or existing urban growth area as part of any UGA update process. To determine what is needed, the levels of service (LOS) standards for transportation facilities must be identified. LOS standards on other capital

facilities are strongly encouraged. This should be consistent with the 20-year planning horizon and the densities and distribution of growth identified during the UGA update process. This forecast must include those capital facilities required by RCW 36.70A that are planned to be provided within the planning period, including the general locations and anticipated capacity needed. The lack of an adopted Capital Facilities Plan for any proposed expansion area or areas currently within an urban growth area indicates that the area is not ready for urban growth and that the proposal will be denied or the area will be removed from the UGA.

2. Amending Urban Growth Area Future Land Use Designations and Zoning Districts

a. Future Land Use Designation Amendments

Amendment requests to change future land use designations for properties located within unincorporated urban growth areas will be accepted by the County during the scheduled biennial amendment cycle, set forth in YCC 16B.10. Amendment requests by property owners and/or jurisdictions will be evaluated based on the criteria and requirements under YCC 16B.10 and this Agreement.

Future land use designations and zoning for properties located within unincorporated urban growth areas were developed as part of a coordinated effort between Yakima County and the cities during the county-wide UGA review process. Therefore, if a property owner requests a future land use designation amendment outside of the scheduled five year UGA review process Yakima County will notify the applicable city of the proposed amendment request for their recommendation. The city's recommendation will be forwarded to the Yakima County Planning Commission and to the Board of Yakima County Commissioners for consideration as part of the legislative amendment review process. Amendment requests by property owners and/or jurisdictions outside of a scheduled county-wide UGA review process will be evaluated based on the criteria and requirements under YCC 16B.10, this Agreement and the most recent LCA information and population allocations used by the County during the most recent UGA review process.

Amendments to future land use designation for property located within the unincorporated urban growth area, must refer to the

applicable County Future Land Use/Zoning Consistency Table to determine whether the desired plan designation is consistent with the plan designation as shown in the County Future Land Use Consistency Table.

b. Zoning District Amendments

Property owners wishing to rezone land within the unincorporated urban growth area to a different zoning district must show that the rezone is consistent with the applicable County Future Land Use/Zoning Consistency Table. Rezones that are contingent upon legislative approval of a comprehensive plan map amendment, as indicated in Table 19.36-1 shall be considered a major rezone and subject to the procedures and requirements set forth in subsection a. above, YCC 16B.10 and YCC 19.36.

F. INFRASTRUCTURE SERVICES AND LEVEL OF SERVICE

General Provisions for Capital Facilities Planning and Mapping - Consistency with GMA

In accordance with RCW 36.70A.070(3) and WAC 365-196-415, the Cities and the County will develop Capital Facilities Plans that cover the entire UGA. Cities shall provide the County with a copy of their most current adopted Capital Facilities Plan at least six months prior to any scheduled UGA update process. Maps of City and County utilities and transportation infrastructure not contingent to a Capital Facilities Plan amendment will be provided to the County's GIS's Department when updated, which will maintain the regional GIS database, so as to be accessible to all parties.

Opportunities for focused and targeted public investment, which directs capital improvement expenditures into specific geographic areas to produce "fully-serviced land" for development, will be encouraged. This strategy is intended to maximize the use of limited public funds by coordinating government expenditures and focusing development first in some areas, then in others. Selection of targeted investment corridors will consider and be consistent with regional priorities. Separate sub-agreements or interlocal agreements may be entered into by the affected parties to provide the details for the concepts of particular focused targeted public investment corridors.

The following provisions apply to the review and permitting process for proposed developments in unincorporated portions of Urban Growth Areas:

1. Streets

a. Responsibility

Yakima County and cities will be responsible for assuring that all streets within the UGA are constructed concurrently with development and that the impacts generated by the development on the transportation facilities within both the unincorporated and incorporated UGA are properly considered and the appropriate mitigation is required.

b. Design Standards

Yakima County will utilize the provisions of Yakima County Code Title 19 as design standards for urban development of streets, and associated structures, unless otherwise specified in a sub-agreement. It is intended that County design standards will be generally consistent with standards adopted by the City; therefore the County may modify its required design standards when a City identifies the specific standards that may apply and demonstrates that applying the City's development standards are consistent with RCW 36.70A.110(3) and the applicable Capital Facilities Plan.

c. Level of Service (LOS)

Transportation Policy – LOS

The establishment of level of service policies for streets within the urban growth area will be done cooperatively to assure that service level thresholds are agreed upon for all transportation facilities. This effort will be coordinated with the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Organization (RTPO) pursuant to RCW 47.80.023.

Performance Evaluation – LOS

The Cities and the County will monitor and review transportation LOS policies and their effect in the urban growth area and make adjustments as mutually agreed upon.

2. Water

a. Responsibility

The Cities are the preferred provider of services within the Urban Growth Areas. Responsibility for the provision of water service by a water purveyor approved by Washington State Department of Health (DOH) will be depicted on a service area

map. The service area map will be maintained by the County in the regional GIS database.

Consistent with DOH regulations, the designated water purveyor shall be responsible for planning and development of water service within the 20-year planning horizon to meet the level of service standards for the land uses and populations indicated in the most recent comprehensive plan.

b. Financial and Service Policies

(1) **Water Service** – It is the intent of all parties to this Agreement to require adequate water service to potential customers within the UGA consistent with capital facilities plans.

(2) **Costs** - The costs of system extension will be enumerated in the capital facilities plan. This does not preclude programmed extensions undertaken at the initiative of the developer.

(3) **Rates** - Water rates are the responsibility of the purveyor.

c. Standards

Design and construction of water systems shall, at a minimum meet DOH regulations and guidelines and the purveyor's standards. The Cities shall submit to the County any specific standards which are to be applied within their respective UGA.

3. Sewer

a. Responsibility

Sewer service provided by cities or sewer service providers approved by the Washington State Department of Ecology (DOE) or the United States Department of Environmental Protection Agency (EPA) within boundaries of the Yakama Nation, is the preferred method of sewer service in the UGA.

Responsibility for the provision of sewer service will be depicted on a service area map in the regional GIS database maintained by the County in cooperation with the Cities and sewer service providers. Consistent with DOE,DOH and EPA regulations, the designated sewer purveyor shall be responsible for planning and development of sewer service to meet the level of service standards for the land uses and populations indicated in the

most recent comprehensive plan within the 20-year planning horizon.

b. **Financial and Service Policies**

(1) **Sewer Service** – It is the intent of all parties to this Agreement to require adequate sewer service to potential customers within the UGA consistent with the capital facilities plans.

(2) **Costs** - The costs of system extension will be enumerated in the capital facilities plan. This does not preclude programmed extensions undertaken at the initiative of the provider.

(3) **Rates** - Sewer rates are the responsibility of the provider.

c. **Standards**

The minimum design standards for design and construction of sewer facilities shall be those in the applicable city, DOE, DOH or EPA statutes and regulations or guidance documents.

4. **Stormwater**

a. **Responsibility**

The County will have responsibility for assuring that stormwater generated from development outside City limits will be handled in a manner consistent with standards outlined below.

b. **Financial and Service Policies**

Design and construction of stormwater collection, retention, conveyance, treatment and disposal systems will be the responsibility of the developer.

It is current County policy to require on-site retention, treatment, and disposal of stormwater. Exceptions to this policy will only be allowed if off-site collection, treatment, and disposal services are available from a municipality, or other entity properly authorized to collect and dispose of such flows.

c. **Standards**

All stormwater shall be retained and disposed on-site according to processes and design(s) approved by the County unless an

agreement with a public entity is in place for conveyance, treatment, and disposal of such flows.

G. ANNEXATION

It is the intent of the parties to promote orderly and contiguous development of the City through annexation.

1. **Development Contiguous to City Boundaries – Annexation to be Promoted**

The County agrees that it will not provide utility services to properties within a city's UGA without the specific approval of the respective City, unless the property is in an existing utility service area of the County. It is the City's responsibility to provide utility service to properties within their respective UGA's within the 20-year planning horizon.

2. **Development Review Within Pending Annexation Areas**

a. **Early Transfer of Authority**

It is the intent of the parties to facilitate timely processing of development applications for properties which are included within areas subject to active annexation proceedings. When a Notice of Intent to Commence Annexation has been submitted and approved by the City and submitted to the Boundary Review Board, the city may in writing, request from the County transfer of authority to accept and review project permits prior to the effective date of annexation.

b. **County Review of Submitted Project Permits**

Complete project permit applications submitted to the County prior to the effective date of annexation will be processed and reviewed by the County to the review stage covered by the project permit application fee.

"Review stage" is defined for subdivisions and short subdivisions to include preliminary plat approval, plat construction plan approval, inspection, or final plat processing. "Review stage" for all other land use permit applications includes preliminary approval, construction plan approval, construction inspections and final sign-off, but does not include related building permit applications unless a complete building permit application is submitted to the County prior to the effective date of the annexation.

(1) Vesting

Any complete project permit application submitted to the County that has vested under statutory or common law shall be subject to the Yakima County laws and regulations in effect at the time the County deemed the project permit application complete.

(2) Land Use Dedications, Deeds, or Conveyances

Final plats or other dedications of public property will be transmitted to the City for City Council acceptance of dedication of right-of-way or public easements, if dedication occurs after the effective date of annexation. Dedications, deeds, or conveyances will be in the name of the City after the effective date of the annexation and will be forwarded to the City Council for acceptance by the City even if the County is continuing to process the permit application.

(3) Appeals of Land use Permits

The County agrees to be responsible for defending, all permits decisions issued by the county for complete project permit applications submitted prior to annexation.

(4) Permit Renewal or Extension

After the effective date of annexation, any request to renew a building permit or to renew or extend a land use permit issued by the County in the annexation area is to be made to and administered by the City.

(5) Land use Code Enforcement Cases

Any pending land use code enforcement cases in the annexation area will be transferred to the City on the effective date of the annexation. Any further action in those cases will be the responsibility of the City at the City's discretion.

(6) Enforcement of County Conditions

Following the effective date of the annexation, the City agrees to enforce any conditions imposed by the county relating to the issuance of a building or land use permit in an area that has been annexed; to the same extent it enforces its own conditions.

(7) Financial Considerations/Revenue Adjustments and Transfers

If the County intends to upgrade or replace infrastructure in a UGA, and such an investment would result in significant expense or indebtedness, then the County may seek a specific agreement with the other City to address the financial impacts of future annexation. Negotiations will provide for coordinated infrastructure development, appropriate allocation of costs and/or revenue sharing arrangements, and optimal leveraging of local funds to obtain available grants and loans.

(8) Administration of Bonds

Any performance, maintenance or other bond issued by the County to guarantee performance, maintenance or completion of work associated with the issuance of a permit will be administered by the County to completion. Any additional bonding required after annexation occurs will be determined, accepted and administered by the City along with responsibility for enforcement of conditions tied to said bonds. It shall be the City's responsibility to notify the County of the acceptance of said bonds in order for the County to release interest in any bonds the County may still hold.

(9) Records Transfer

The City may copy and/or transfer necessary County records, as appropriate, prior to and following annexation. The City may arrange for off-site duplication of records under appropriate safeguards for the protection of records as approved by the County.

H. SUB-AGREEMENTS

Sub-agreements that provide additional detail for implementing various aspects of this Agreement are anticipated, provided that the sub-agreements do not conflict with the provisions of this Agreement. Copies of sub-agreements shall be distributed to all parties to this Agreement.

I. GENERAL PROVISIONS

1. Relationship to Existing Laws and Statutes

Except as specifically provided herein, the Cities and the County do not abrogate the decision-making authority vested in them by law. This Agreement in no way modifies or supersedes existing state laws and statutes.

2. Oversight

The County-wide Planning Policy Committee, or its successor, shall be designated as responsible for overseeing implementation of this Agreement.

3. ILA Noncompliance

The Cities and the County believe this ILA is in the best interests of the public and therefore will fully adhere to this ILA. In the event any party identifies an issue they believe is not consistent with this ILA the following process may be undertaken:

- a. The party shall give written notification within 30 days to the other parties of concern. In addition, the party shall give notice to all non-affected parties of this agreement. The affected parties shall document the nature of the dispute and their respective options for resolution, If the parties are not able to resolve the matter within 10 business days they shall seek mediation through the Dispute Resolution Center.

- b. If the disputing parties are still at an impasse, following mediation they shall seek resolution through the Yakima County Superior Court.
- c. If final resolution results in the need for amendments to the ILA, said amendments shall be processed in accordance with subsection (4) of this Agreement.

The dispute resolution process identified above does not preclude any party with standing from filing an appeal with the Washington State Growth Management Hearing Board or LUPA court if applicable.

4. Amendments to the ILA

The Cities and the County recognize that amendments to this Agreement may be necessary to clarify the requirements of particular sections or to update the Agreement. Amendments not involving all parties shall be handled as sub-agreements as provided for in Section H, above.

5. Amendments to the CWPP

The CWPPs have set a framework for comprehensive planning under GMA, but lack a process for amending the CWPPs and integrating the amendments into the comprehensive planning and implementation process. Since joint and cooperative planning will be accomplished through the provisions of the CWPPs it is important to provide for policy adjustments from time to time. The parties agree to the following process:

- a. Policy amendments shall be consistent with the framework and purpose of the CWPPs.
- b. Amendments require approval by 60% of the jurisdictions representing at least 51% of the County population prior to adoption by the Board of County Commissioners.
- c. The County-wide Planning Policy Committee will consider amendments to the CWPPs annually. The Committee should schedule review of these amendments six months in advance of the process for consideration of annual comprehensive plan changes.
- d. Proposed amendments will be provided to all Committee members at least four weeks prior to consideration by the Committee.

- e. Committee members are not expected to be able to commit their respective jurisdictions, but they are expected to fully represent the balance of concerns and views which may affect their jurisdiction's ability to approve the proposed amendments.
- f. Within 30 days of a decision by the Policy Committee, jurisdictions will be asked to indicate approval by signing the revised document.

6. The County-wide Planning Policy Committee

The CWPPC shall hold a meeting each year to report on the progress of implementing the CWPPs and this Agreement. This meeting will provide an opportunity for jurisdictions to discuss planning and development related issues and suggest changes to this Agreement as necessary. Each City and the County will be responsible for maintaining its designated member.

7. Effective Date and Term of the ILA Agreement

This Agreement shall be effective upon passage by the County and all of the Cities. The term of this Agreement shall be for five years from the effective date hereof and shall automatically be renewed for subsequent five year terms. No later than 180 days before the automatic renewal date, any party may notify the other parties in writing of a desire to revise the Agreement.

8. Severability

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement is adjudicated to be invalid, such action shall not affect the validity of the remaining portions of the Agreement.

III. SIGNATURES

IN WITNESS WHEREOF, this agreement has been executed by each party to this Agreement as evidenced by signature pages affixed to this agreement.

MASTER INTERLOCAL AGREEMENT
FOR GROWTH MANAGEMENT ACT IMPLEMENTATION
IN YAKIMA COUNTY

SIGNATURE PAGE

The legislative body of the undersigned jurisdiction has authorized execution of the Master Interlocal Agreement for Growth Management Act Implementation in Yakima County.

IN WITNESS WHEREOF

This agreement has been executed by _____
(Name of City/Town/County)

By: _____

Title: _____

Date: _____

Attest:

By: _____

City Clerk/Town Clerk/Clerk of the Board

Approved as to Form:

By: _____

City Attorney/Corporate Counsel

SEAL:



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



COUNCIL MEETING ACTION ITEM

12/8/2015 M – 6

Title: Resolution Revising Rates For 2016 Water Utility Services.

Thru: Donald Wayman, City Administrator

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: Increase for ¾” water service using 10 hundred cubic feet (hcf) per month \$.94 and \$.04 per additional hcf, 1” water service using 10 hcf per month \$1.18 and \$.04 per additional hcf, 1 ¼ - 1 ½ water service using 10 hcf per month \$1.23 and \$.04 per additional hcf, 2” water service using 10 hcf per month \$1.42 and \$.04 per additional hcf, 3” water service using 20 hcf per month \$2.07 and \$.04 per additional hcf, 4” water service using 20 hcf per month \$2.35 per month and \$.07 per additional hcf for the next 180 hcf and \$.05 per additional hcf, over 4” water service using 20 hcf per month \$2.35 per month and \$.07 per additional hcf for the next 4,980 hcf and \$.07 per additional hcf. Multiple dwelling units / mobile home park units \$.42 per month for each dwelling unit or space / Senior or Disabled Low Income service using 3 hcf per month \$.39 per month and \$.05 per additional hcf for the next 7 hcf and \$.04 per additional hcf. Bulk water users will pay an increase of \$.07 per hundred gallons.

Funding Source: Consumer billings

Staff Recommendation:

Approval.

Background / Findings & Facts:

As a part of the 2016 budget development a 4 % rate increase was determined appropriate for the Water fund.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Recommended Motion:

I move to approve the Resolution revising rates for 2016 Water utility services.

RESOLUTION NO. _____

A RESOLUTION REVISING RATES FOR WATER UTILITY SERVICES

WHEREAS, Section 9.02.190 of the Selah Municipal Code provides that rates for Water Utility services be set by resolution of the City Council from time to time, and

WHEREAS, the City Council has determined that a revision in the Water Rate structure is appropriate;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows:

Water Service Charges:

a) Within Corporate Limits

Meter Size	Consumption (100 cubic ft)	Minimum	Overage (per 100 cubic ft)	
3/4" or smaller	First	3	\$15.33	
	Next	7		1.36
	Over	10		1.06
1"	First	4	20.37	
	Next	6		1.36
	Over	10		1.06
1-1/4" through 1-1/2"	First	5	25.45	
	Next	5		1.36
	Over	10		1.06
2"	First	5	30.51	
	Next	5		1.36
	Over	10		1.06
3"	First	10	40.72	
	Next	10		1.36
	Over	20		1.06
4"	First	20	61.06	
	Next	180		1.71
	Over	200		1.36

Over 4"	First	20	61.06	
	Next	4,980		1.71
	Over	5,000		1.36

- b) The minimum charge per month for the availability of water service for two-family dwellings, multiple dwellings, group houses and condominiums, apartment houses, and mobile home parks as defined in Chapter 10.02 shall be eleven dollars and one cent (\$11.01) for each dwelling unit or mobile home space. Each dwelling unit or mobile home space shall be allotted 300 cubic feet of minimum consumption, and water used over this minimum amount shall be charged at the applicable rate in section (a) above.
- c) **Low-Income Senior Citizens and Low-Income Disabled Persons Occupant Rate.**
- (1) Single-family dwellings shall be charged be ten dollars and ten cents (\$10.10) per month, for the first 300 cubic feet of water consumption. Additional water consumption will be charged at the rate of \$ 1.20 per 100 cubic feet for the next 700 cubic feet and one dollar (\$1.00) per 100 cubic feet for over 1,000 cubic feet.
 - (2) A senior citizen is a person who occupies a dwelling unit where either the person or the person's spouse is sixty-two years of age or older at the commencement of any month.
 - (3) A low-income senior citizen shall be a senior citizen whose income, combined with the income of the spouse, if any, for the calendar year preceding was fifteen thousand dollars (\$15,000.00) or less.
 - (4) A disabled person is a person who occupies a dwelling unit and qualifies for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind person as defined in RCW 74.18.020(4) or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1).
 - (5) A low-income disabled person shall be a disabled person whose income, combined with the income of the spouse, if any, for the calendar year preceding was fifteen thousand dollars (\$15,000) or less.
 - (6) Combined income shall be income from all sources, provided that only two-thirds (2/3) of any social security benefits, two-thirds (2/3) of any retirement pension, two-thirds (2/3) of disability benefits, and the full amount of any other income shall be considered as income for the purpose of this section, and provided further, that the gain realized by any person from the sale, transfer, or upon being displaced from, his or her residence shall not be considered as income for the purposes of this section, if reinvested in a replacement residence within eighteen (18) months of its realization.
 - (7) Determination of eligibility shall be made by the City Clerk-Treasurer based upon the annual statement of the low-income senior citizen or low-income disabled person, or any other reasonable and verifiable means at the discretion of the Clerk-Treasurer.
- d) Outside utility users shall pay one hundred fifty percent (150%) of the applicable water service charges charged to City residents and commercial/business users.
- e) Bulk water consumers shall be served at the convenience of the City and shall pay the sum of ten dollars (\$10.00) per fill and one dollar and seventy-one cents (\$1.71) per hundred gallon unit.

BE IT FURTHER RESOLVED that the rates set forth herein shall be effective commencing January 1, 2016.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of December, 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

RESOLUTION NO. _____



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



COUNCIL MEETING ACTION ITEM

12/8/2015 M – 7

Title: Resolution Revising Rates For 2016 Sewer Utility Services.

Thru: Donald Wayman, City Administrator

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: Increase for Residential service \$1.11 per month, Seniors / Disabled Low Income \$.68 per month, Multi-residential consisting of more than 4 units on one parcel \$.74 per month per unit, Commercial / Schools / Industrial users w/o monitoring stations \$1.01 per month and \$.08 per hundred cubic feet (hcf) in excess of 12 hcf per month, Grocery stores / Restaurants / Bakeries \$1.01 per month and \$.14 per hcf in excess of 7 hcf, and Yakima Valley School \$2.84 per month and \$.14 per hcf in excess of 20 hcf per month.

Funding Source: consumer billings

Staff Recommendation:

Approval.

Background / Findings & Facts:

As a part of the 2016 budget development a 3% rate increase was determined appropriate for the Sewer fund.

Recommended Motion:

I move to approve the Resolution revising rates for 2016 Sewer utility services.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SELAH, WASHINGTON,
PERTAINING TO SEWER RATES

WHEREAS, Chapter 9.02.160 of the Selah Municipal Code provides that rates for Sewer Utility services be set by resolution of the City Council from time to time; and,

WHEREAS, the City Council has determined that a revision in the Sewer Rate structure is appropriate;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows:

1. RESIDENTIAL RATES

- A. Single-family dwellings and multi-family units of four units or less shall be charged a rate of thirty-eight dollars and twenty cents (\$38.20) per month, provided water or sewer service is requested and connection has been made.
- B. Multi-residential dwellings consisting of more than four units on one parcel of land, including, but not limited to, multiplexes, apartments and multi-unit residential complexes, served collectively or independently, shall be charged twenty-five dollars and fifty cents (\$25.50) per unit per month without consideration to occupancy status.
- C. Multi-family dwellings, including guest and sleeping rooms, shall be charged thirty-eight dollars and twenty cents (\$38.20) per unit of family capacity, per month, without consideration to occupancy status. Family capacity is based on the number of beds, where three beds are considered equal to one unit of family capacity.
- D. Multi-residential developments, including manufactured housing parks, condominium and townhouse developments, and residential development complexes served collectively or independently, shall be charged thirty-eight dollars and twenty cents (\$38.20) per unit, or space, per month without consideration to occupancy status.
- E. Low-Income Senior Citizens and Low-Income Disabled Persons Occupant Rate.
 - (1) Single-family dwellings shall be charged a rate of charged twenty-three dollars and forty-one (\$23.41) per month, per dwelling, regardless of occupancy, provided water or sewer service is requested and connection has been made.
 - (2) A senior citizen is a person who occupies a dwelling unit where either the person or the person's spouse is sixty-two years of age or older at the commencement of any month.
 - (3) A low-income senior citizen shall be a senior citizen whose income, combined with the income of the spouse, if any, for the calendar year preceding was fifteen thousand dollars (\$15,000.00) or less.

- (4) A disabled person is a person who occupies a dwelling unit and qualifies for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind person as defined in RCW 74.18.020(4) or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1).
- (5) A low-income disabled person shall be a disabled person whose income, combined with the income of the spouse, if any, for the calendar year preceding was fifteen thousand dollars (\$15,000) or less.
- (6) Combined income shall be income from all sources, provided that only two-thirds (2/3) of any social security benefits, two-thirds (2/3) of any retirement pension, two-thirds (2/3) of disability benefits, and the full amount of any other income shall be considered as income for the purpose of this section, and provided further, that the gain realized by any person from the sale, transfer, or upon being displaced from, his or her residence shall not be considered as income for the purposes of this section, if reinvested in a replacement residence within eighteen (18) months of its realization.
- (7) Determination of eligibility shall be made by the City Clerk-Treasurer based upon the annual statement of the low-income senior citizen or low-income disabled person, or any other reasonable and verifiable means at the discretion of the Clerk-Treasurer.

F. Outside utility users shall pay one hundred fifty percent (150%) of the applicable sewer service charges charged to all City residents.

2. COMMERCIAL/BUSINESS RATES

- A. The minimum monthly charge to a commercial/business account in this category shall be thirty-four dollars and seventy-one cents (\$34.71) per establishment.
- B. For commercial and business establishments maintaining only restroom facilities for employees and the public, and for hotels and motels without a restaurant that discharges to the same service line, domestic waste charges shall be based upon metered water consumption, and shall be two dollars and eighty-nine cents (\$2.89) per one hundred cubic feet, but not less than thirty-four dollars and seventy-one cents (\$34.71) per establishment, per month.
- C. For commercial and business establishments discharging more than domestic wastes into the City sewage works for treatment, the strength of the wastewater shall be determined by the City, and the commercial/business establishment shall be charged based upon the determined strength and the metered water consumption at the following rate:

Component		Rate
Hydraulic	Q	\$0.9222 per 100 cu.ft.
Biochemical oxygen demand	BOD	0.5297 per pound
Total suspended solids	TSS	1.0101 per pound

Monthly charges shall be made based on the quantities of these constituents discharged to the sewage works, but not less than thirty-four dollars and seventy-one cents (\$34.71) per establishment, per month.

D. Grocery Stores, Bakeries, Restaurants, Drive-Ins, Convenience Stores Serving Food and Hotels and Motels with a Restaurant

The rate for grocery stores, bakeries, restaurants, drive-ins, and convenience stores serving food and hotels and motels with a restaurant that discharge sewage to the same service line (based upon a typical waste strength of 400 mg/BOD and 400 mg/l TSS for those establishments) shall be based upon metered water consumption, and shall be four dollars and seventy-two cents (\$4.72) per one hundred cubic feet, but not less than thirty-four dollars and seventy-one cents (\$34.71) per establishment, per month.

E. Where multiple commercial and business establishments are tenants in a single building and are served by a common water meter, and have a single account with the City, domestic waste charges shall be based upon metered water consumption, and shall be at the rate determined by the City for the highest BOD and TSS values of the users discharging to the sewer, but not less than thirty-four dollars and seventy-one cents (\$34.71) per establishment, per month. If commercial and business establishments are served by separate water meters, then each establishment shall be charged at the appropriate rate specified within this section, but not less than thirty-four dollars and seventy-one cents (\$34.71) per meter, per month.

F. Where multiple commercial and business establishments are tenants in a single building and are served by a common water meter, and each establishment has separate account with the City, domestic waste charges shall be based upon metered water consumption at the rate determined by the City for the highest BOD and TSS values of the users discharging to the sewer, but not less than thirty-four dollars and seventy-one cents (\$34.71) per establishment, per month. Billing amounts in excess of the minimum shall be distributed equally between the establishments connected to the meter.

G. Where residential and commercial uses are jointly served by a common water meter, each residential dwelling unit shall be charged thirty-eight dollars and twenty cents (\$38.20), per unit, per month, and each business establishment shall be charged thirty-four dollars and seventy-one cents (\$34.71) per unit, per month, and be allotted three hundred cubic feet of water per month per residential dwelling unit. Water metered in excess of three hundred cubic feet per residential unit shall be considered commercial consumption, and the appropriate rate as determined by the City shall be applied.

H. Commercial/business users who lose water through evaporation, irrigation, or in the product, may request a reduction in their monthly sewer charge only if the difference between water consumed and wastewater discharged to the City is documented through the use of water meters. In such a situation, the monthly sewer charges will be based upon the volume of wastewater discharged to the City at the appropriate rate specified within this section.

- I. Outside utility commercial/business users shall pay one hundred fifty percent (150%) of the applicable sewer service charges charged to City commercial/business users.

3. GOVERNMENT RATES

Unless otherwise noted below, governmental sewer accounts shall be charged for sewer service based upon metered water consumption at the rate of two dollars and eighty-nine cents (\$2.89) per one hundred cubic feet, but not less than thirty-four dollars and seventy-one cents (\$34.71) per month.

- A. Schools.
Schools shall be charged for sewer service based upon metered water consumption at the rate of two dollars and eighty-nine cents (\$2.89) per one hundred cubic feet, but not less than thirty-four dollars and seventy-one cents (\$34.71) per month per metered account.
- B. Yakima Valley School.
Yakima Valley School (with the assumed wastewater strength of BOD = 400 mg/l and TSS = 400 mg/l) shall be charged for sewer service based upon metered water consumption at the rate of four dollars and seventy-two (\$4.72) per one hundred cubic feet. The minimum monthly charge for the Yakima Valley School shall be ninety-seven dollars and forty-eight cents (\$97.48).
- C. Outside utility government users shall pay one hundred fifty percent (150%) of the applicable sewer service charges charged to City government users.

4. INDUSTRIAL RATES

Industrial users of the City wastewater facilities shall be evaluated and determined by the City as to whether monitoring stations on wastewater discharges will be required. If monitoring stations are required by the City, the City shall designate when, where, and how many stations shall be placed. City-approved monitoring stations shall be installed and maintained continuously in satisfactory and effective operation by, and at the expense of, the industrial user, at the direction of the City.

A. General Industrial User Conditions.

The following conditions apply to all industrial users discharging to the City wastewater facilities:

- (1) There shall be no unmetered sources of water contributing wastewater to the City sewage works without the knowledge and prior written approval of the City.
- (2) The City reserves the right to test, monitor, and control any wastewater discharged to any City facility at any time, including the right set forth in Selah Code Section 9.10.072.

- (3) The discharges of industrial users may be restricted to a capacity allocated in an industrial discharge contract with the City, or a State or NPDES Waste Discharge Permit issued to the user by the Washington Department of Ecology, whichever results in the smaller capacity. In the event the discharge from an industrial user exceeds that allocated, then a rate surcharge shall be assessed. Such a surcharge shall only be assessed when the discharge exceeds that allocated to the industrial user on an average monthly basis for any of the three components that comprise the rate determination (flow, BOD, and TSS). The surcharge shall only be applied to that portion of the component that is in excess of the industrial user's allocation, and shall be equal to one hundred twenty-five percent (125%) of the rate for that component. For example, if an industrial user's discharge is within the allocated limits for flow and BOD, but exceeds the TSS allocated limit by 100 pounds per day on an average monthly basis, then that excess 100 pounds per day times the number of days in the month shall be charged a rate equal to 125% of the per pound TSS rate.
- (4) Industrial users who lose water through evaporation, irrigation, or in the product, may request a reduction in their monthly sewer charge only if the difference between water consumed and wastewater discharged to the City is documented through the use of water meters. In such a situation, the monthly sewer charges will be based upon the volume of wastewater discharged to the City at the appropriate rate specified within this section.
- (5) The pH of discharges from all industrial users discharging liquids into the public sewers other than the industrial pretreatment system shall not be lower than 6.0 nor greater than 9.0 as determined by monitoring station results. Any discharge of waste outside this range shall be subject to a penalty of one hundred thirty-five dollars and eighty cents (\$135.80) per day. For the purposes of this monetary penalty, each day's discharge shall be considered a separate event.
- (6) In the event characteristics of the wastewater as determined by the monitoring station results are not available due to an equipment malfunction, failed laboratory test, or other unforeseen circumstance, then the quantities of flow, BOD, and TSS shall be determined as follows:

 - a. The quantity of wastewater flow shall be based on one of the following methods as determined by the City to be effective and representative for the month when data or results are not available:

 - i. The wastewater flow shall be equal to the flow for the same month in the previous year times the average flow for the previous twelve (12) months divided by the average flow for the twelve (12) month period preceding the month used from the previous year. For example, if the quantity of flow is not available in October 1999, then the flow would be calculated as follows:

October 1999 flow = $\frac{(\text{October 1998 flow}) \times (\text{Average daily flow Oct 1998 through Sept 1999})}{(\text{Average daily flow Oct 1997 through Sept 1998})}$

- ii. The wastewater flow shall be equal to the total water flow into the user, as determined by water meter readings for the user, times a conversion factor determined by dividing the wastewater flows for the previous twelve (12) months by the water meter readings for the previous twelve (12) months. For example, if the quantity of flow is not available in October 1999, then the flow would be calculated as follows:

October 1999 flow = $\frac{(\text{October 1999 water flow}) \times (\text{Oct 1998 through Sept 1999 wastewater flow})}{(\text{Oct 1998 through Sept 1999 water flow})}$

- iii. The wastewater flow shall be equal to the total water flow into the user, as determined by water meter readings for the user, times a conversion factor determined by the City performing a quantitative water balance through the users process to develop a relationship between water consumption and wastewater discharge.
 - iv. The wastewater flow shall be determined by any other method deemed acceptable to the City.
- b. The quantity of BOD shall be based on one of the following methods as determined by the City to be effective and representative for the month when data or results are not available:
- i. The BOD concentration shall be equal to the BOD concentration for the same month in the previous year times the average BOD concentration for the previous twelve (12) months divided by the average BOD concentration for the twelve (12) month period preceding the month used from the previous year. For example, if the BOD concentration is not available in October 1999, then the BOD concentration would be calculated as follows:

October 1999 BOD = $\frac{(\text{October 1998 BOD}) \times (\text{Average BOD conc. Oct 1998 through Sept 1999})}{(\text{Average BOD conc. Oct 1997 through Sept 1998})}$

- ii. The BOD concentration shall be equal to the BOD concentration for the previous month.
 - iii. The BOD concentration shall be determined by any other method deemed acceptable to the City.
- c. The quantity of TSS shall be based on one of the following methods as determined by the City to be effective and representative for the month when data or results are not available:

- i. The TSS concentration shall be equal to the TSS concentration for the same month in the previous year times the average TSS concentration for the previous twelve (12) months divided by the average TSS concentration for the twelve (12) month period preceding the month used from the previous year. For example, if the TSS concentration is not available in October 1999, then the TSS concentration would be calculated as follows:

$$\text{October 1999 TSS} = \frac{(\text{October 1998 TSS}) \times (\text{Average TSS conc. Oct 1998 through Sept 1999})}{(\text{Average TSS conc. Oct 1997 through Sept 1998})}$$

- ii. The TSS concentration shall be equal to the TSS concentration for the previous month.
 - iii. The TSS concentration shall be determined by any other method deemed acceptable to the City.
- (7) The City shall charge monetary penalties for any discharge from an industrial user that meets the criteria of an excessive industrial discharge as defined in Selah Code section 9.10.010. For the purposes of charging monetary penalties, each day's discharge and each component (flow, BOD, and TSS) shall be considered a separate event. Monetary penalties shall include, but not necessarily be limited to, the following:
- a. All costs associated with providing treatment to the industrial slug discharge.
 - b. All costs associated with repair of equipment damaged by, or associated with, providing treatment to the industrial slug discharge.
 - c. All costs associated with NPDES permit violations, federal or state government orders resulting from NPDES permit violations, penalties imposed by the federal or state government upon the City for NPDES permit violations, and all costs associated with any citizens lawsuit filed against the City for NPDES permit violations.
 - d. Industrial slug discharges lasting five (5) or more consecutive days shall be subject to the surcharge provisions of Section 4.A.(3) of this Resolution whether or not the industrial user's maximum monthly allocated capacity is exceeded.
- (8) Outside utility industrial users shall pay one hundred fifty percent (150%) of the applicable sewer service charges charged to City industrial users.

B. Industrial Users Not Required to Have Monitoring Stations.

- (1) The minimum monthly charge to an industrial account in this category shall be thirty-seven dollars and forty-three cents (\$37.43) per month, per industry.
- (2) For industrial users maintaining only restroom facilities for employees and the public, domestic waste charges shall be based upon metered water consumption at the rate of three dollars and twenty-one cents (\$3.21) per one hundred cubic feet, but not less than thirty-eight dollars and fifty-six cents (\$38.56) per month, per industry.
- (3) Where an industrial user discharges more than just domestic wastewater, and a City-approved monitoring station is not required, rates shall be based upon metered water consumption. Those industries not utilizing City water will be required to install City-approved flow meters on their water supply, and to allow the volume of water used to be determined by meter readings taken by the City on a monthly basis. Charges for wastewater service shall be based upon the volume, strength, and characteristics of the wastewater, using assumed values where actual values are not known or established by the City using a portable sampler, at the following rates:

Component		Rate
Hydraulic	Q	\$0.9222 per 100 cu.ft.
Biochemical oxygen demand	BOD	0.5297 per pound
Total suspended solids	TSS	1.0101 per pound

C. Industrial Users Required to Have Monitoring Stations.

- (1) The minimum monthly charge to an industrial account in this category shall be three hundred fifty-three dollars and fifty-two cents (\$353.52) per month, per industry.
- (2) Industrial users required to install City-approved monitoring stations on their discharges to the City, but not required to connect to the City pretreatment facility, shall be charged for sewer service based upon the volume, strength, and characteristics of the wastewater as determined by the monitoring station results at the following rates:

Component		Rate
Hydraulic	Q	\$0.9222 per 100 cu.ft.
Biochemical oxygen demand	BOD	0.5297 per pound
Total suspended solids	TSS	1.0101 per pound

D. Industrial Users Required to Connect to the City Pretreatment Facility.

- (1) The minimum monthly charge to an industrial account in this category shall be five hundred eighty-nine dollars and twenty-three cents (\$589.23) per month, per monitoring station, per industry.
- (2) The industrial pretreatment facility is recognized as having a finite capacity to treat wastewater. The following capacities and limitations have been established:

Component	Units	Capacity	Occurrence
Flow	MGD	0.40	Max. Monthly Flow
BOD	lbs/day	4,000	Max. Monthly BOD Loading
TSS	lbs/day	1,500	Max. Monthly TSS Loading

- (3) In the event of multiple users of the pretreatment facility, the City shall allocate a respective share of the capacity of each component to each of the users.
- (4) Industrial users required to connect to the City pretreatment facility shall install City-approved monitoring stations at their expense on their wastewater discharge lines to monitor the volume, strength, and characteristics of their wastewater discharges into the pretreatment facility. Charges for sewer service shall be based upon the volume, strength, and characteristics of the wastewater discharged to the pretreatment facility as determined by monitoring station results at the following rates:

Component		Rate
Hydraulic	Q	\$0.4241 per 100 cu.ft.
Biochemical oxygen demand	BOD	0.2435 per pound
Total suspended solids	TSS	0.4644 per pound

- (5) The pH of discharges from all industrial users discharging liquids into the industrial pretreatment system shall not be lower than 5.0 nor greater than 11.0 as determined by monitoring station results. Any discharge of waste outside this range shall be subject to a penalty of one hundred thirty-five dollars and eighty cents (\$135.80) per day. For the purposes of this monetary penalty, each day's discharge shall be considered a separate event.
- (6) In addition to the user rates for wastewater treatment in subsection (4) of this section, all users of the City industrial pretreatment facility shall proportionally bear the operational, maintenance, preventative maintenance, capital, and improvement costs of the pretreatment facility. These costs shall be proportionally divided by the City and imposed on participating users based on volume and strength monitoring by the individual monitoring stations of the user. Special costs (such as sludge removal from the pretreatment facility) shall be proportioned based on the constituent of wastewater creating the necessity for expenditures over the period leading to the need.

BE IT FURTHER RESOLVED that the rates set forth herein shall be effective commencing on January 1, 2016.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 8th day of December 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

RESOLUTION NO. _____



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



COUNCIL MEETING ACTION ITEM

12/8/2015 M – 8

Title: Resolution Authorizing the Mayor to Sign An Updated Section 125 Cafeteria Plan.

Thru: Donald Wayman, City Administrator

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: The City and employees will continue to save payroll fringe benefit costs (Social Security) and the employee will have reduced Federal Income Tax on eligible voluntary insurance coverage paid by the employee.

Funding Source: See above

Staff Recommendation:

Approval.

Background / Findings & Facts:

In accordance with the Internal Revenue Code (IRC) the City is required to maintain a Section 125 Cafeteria Plan in order to receive exemption from taxes on eligible voluntary insurance coverage.

Recommended Motion:

I move to approve the Resolution authorizing the Mayor to sign an updated Section 125 Cafeteria Plan.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN UPDATED
SECTION 125 CAFETERIA PLAN**

WHEREAS, the City of Selah wishes to continue to provide its employees with a Section 125 Cafeteria plan for health and disability premiums;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign an updated Section 125 Cafeteria Plan and that the employees be provided with a copy of the summary description of the Plan in the form of the Summary Plan Description, attached hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 8th day of December 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

Robert Noe, City Attorney

RESOLUTION NO. _____

**CITY OF SELAH
PREMIUM ONLY PLAN DOCUMENT
SUMMARY PLAN DESCRIPTION**

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**X
SUMMARY**

**CITY OF SELAH
PREMIUM ONLY PLAN DOCUMENT**

INTRODUCTION

We have amended the "Premium Payment Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to pay for insurance coverage that we make available to you with a portion of your pay before Federal income or social security taxes are withheld.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

**I
ELIGIBILITY**

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

You can join the Plan on the same day you can enter our group medical plan.

4. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. You must also authorize us to set some of your earnings aside for you in order to pay the insurance premiums for the coverage you have elected.

**II
OPERATION**

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay paid to the Plan. The money will be used to pay for insurance coverage. The portion of your pay that is contributed to pay the premium expense is not subject to Federal income or Social Security taxes. In other words, the plan allows you to use tax-free dollars to pay for insurance coverage which you normally pay for with out-of-pocket, taxable dollars. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

2. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the insurance coverage you desire. Then, during each pay period, the contributions will be used to pay the premium expense for the insurance coverage you have selected.

3. When must I decide what insurance coverage I want?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below).

4. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

5. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

You may revoke your coverage under the employer's group health plan outside of our open enrollment period, if your employment status changes from working at least 30 hours per week to less than 30 hours. This is regardless of whether the reduction in hours has resulted in loss of eligibility. You must show intent to enroll in another health plan.

You may also revoke your coverage under our Employer sponsored group health plan if you are eligible to obtain coverage through the health exchanges.

6. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured benefits only to remain the same.

**IV
BENEFITS**

1. What insurance coverage may I purchase?

Under our Plan, you can purchase the following insurance coverage:

- Health care premiums under our insured group medical plan.
- Our dental insurance plan.
- Our disability insurance plan.
- Our cancer insurance plan.
- Our vision insurance plan.

Certain limits may apply on the amount of coverage that we obtain on your behalf. The insurance contracts will normally control.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

**V
BENEFIT PAYMENTS**

1. When will I receive benefit payments?

The amount of pay you contribute to the Plan will be used to pay the premiums for the insurance coverage that is available. The provisions of the insurance policies will control what benefits will be paid and when.

2. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

3. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) For health benefit coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA."

4. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

**VI
HIGHLY COMPENSATED EMPLOYEES**

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees generally are Participants who are shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents.

Plan experience will dictate whether contribution limitations on highly compensated employees will apply. You will be notified of these limitations if you are affected.

**VII
GENERAL INFORMATION ABOUT OUR PLAN**

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

City of Selah Premium Only Plan Document is the name of the Plan.

Your Employer has assigned Plan Number 520 to your Plan.

The provisions of your amended Plan become effective on October 1st, 2015. Your Plan was originally effective on October 1st, 2004.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on October 1st and ends on September 30th.

2. Employer Information

Your Employer's name, address, and identification number are:

City of Selah
115 W Naches Avenue
Selah, Washington 98942
91-6001501

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

City of Selah
115 W Naches Avenue
Selah, Washington 98942
509-698-7334

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

City of Selah
115 W Naches Avenue
Selah, Washington 98942

5. Type of Administration

The type of Administration is Insurer Administration.

**VIII
ADDITIONAL PLAN INFORMATION**

1. Insurance Procedures

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan.

IX CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

- (a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
- (b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993, as amended ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

When considering options for health coverage, Qualified Beneficiaries should consider:

- **Premiums:** This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.
- **Provider Networks:** If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.
- **Drug Formularies:** For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.
- **Severance payments:** If COBRA rights arise because the Employee has lost his job and there is a severance package available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- **Medicare Eligibility:** You should be aware of how COBRA coverage coordinates with Medicare eligibility. If you are eligible for Medicare at the time of the Qualifying Event, or if you will become eligible soon after the Qualifying Event, you should know that you have 8 months to enroll in Medicare after your employment –related health coverage ends. Electing COBRA coverage does not extend this 8-month period. For more information, see [medicare.gov/sign-up-change-plan](https://www.medicare.gov/sign-up-change-plan).
- **Service Areas:** If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.

- **Other Cost-Sharing:** In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

Are there other coverage options besides COBRA Continuation Coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for Qualified Beneficiaries through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, as extended by the Trade Preferences Extension Act of 2015, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information about the special second election period. If continuation coverage is elected under this extension, it will not become effective prior to the beginning of this special second election period.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be *in writing*. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

City of Selah
115 W Naches Avenue
Selah, Washington 98942

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the name of the plan or plans under which you lost or are losing coverage,
- the name and address of the employee covered under the plan,
- the name(s) and address(es) of the Qualified Beneficiary(ies), and
- the Qualifying Event and the date it happened.

If the Qualifying Event is a divorce or legal separation, your notice must include a copy of the divorce decree or the legal separation agreement.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- (e) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 - (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or
 - (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:
 - (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or
 - (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

X SUMMARY

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our premium payment plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

IN WITNESS WHEREOF, this Plan document is hereby executed this _____ day of _____,

City of Selah

By _____
EMPLOYER.



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



COUNCIL MEETING ACTION ITEM

12/8/2015 M – 9

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

Thru: Donald Wayman, City Administrator

From: Richard Hayes, Chief of Police

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: There is a 3% increase for 2016, bringing the total annual cost to \$48,116.

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

Staff Recommendation:

Approval

Background / Findings & Facts:

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

Recommended Motion:

Approve the Resolution

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 8th day of December, 2015.

John Gawlik, Mayor

ATTEST:

APPROVED AS TO FORM:

Dale Novobielski, Clerk/Treasurer

Robert F. Noe, City Attorney

RESOLUTION NO. _____

YAKIMA COUNTY SHERIFF'S OFFICE



BRIAN WINTER, Sheriff

P.O. BOX 1388, YAKIMA, WASHINGTON 98907

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

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

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

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

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

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

Sincerely yours,

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

Brian Winter
Sheriff

BW/mb

LAW ENFORCEMENT ASSISTANCE AGREEMENT

COMMUNICATIONS/2016

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

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

1. PURPOSE:

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

2. AUTHORITY:

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

3. DUTIES OF THE SHERIFF:

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

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

4. DUTIES OF THE CITY:

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

5. PAYMENT:

For the services provided by the Sheriff, the City shall pay the Yakima County Sheriff's Office a quarterly fee of twelve thousand twenty eight dollars and ninety nine cents (\$12,028.99), for an annual cost of forty eight thousand one hundred fifteen dollars and ninety six cents, (\$48,115.96).

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

6. TERM:

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

7. MODIFICATION:

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

8. TERMINATION:

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

9. PARTIES:

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

10. DISCLAIMER OF LIABILITY AND HOLD HARMLESS:

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

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

11. RADIO FREQUENCY RESOURCES:

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

12. SHERIFF'S COMMUNICATION USER'S GROUP:

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

YAKIMA COUNTY SHERIFF

CITY OF SELAH

Sheriff Brian Winter

John Gawlik, Mayor

Approved as to form:

ATTEST this 8th day of

DEPUTY PROSECUTING ATTORNEY

December, 2015

BY _____
Dale Novobielski, Clerk/Treasurer

BOARD OF YAKIMA COUNTY COMMISSIONERS:

ATTEST this _____ day
of _____, 20____.

J. Rand Elliott, Chairman

By: _____

Michael D. Leita, Commissioner

**Tiera L. Girard,
Clerk of the Board**

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



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



COUNCIL MEETING ACTION ITEM

12/8/2015 M – 10

Title: Resolution Authorizing the Mayor to Sign a Contract with Yakima Valley Conference of Governments for Technical Assistance for the Year 2016.

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: Up to \$5,000.00

Funding Source: Fund 001; Fund 111

Staff Recommendation:

Approval of the contract with YVCOG for technical planning assistance.

Background / Findings & Facts:

The Public Works Department utilizes the resources available through YVCOG for items such as the State Transportation Improvement Program (STIP), and various planning needs. This partnership has been advantageous for us and will continue to be so.

Recommended Motion:

Motion to approve the Resolution Authorizing the Mayor to Sign a Contract with Yakima Valley Conference of Governments for Technical Assistance for the Year 2016.



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



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

Date:	Action Taken:
11/26/2014	Resolution Authorizing the Mayor to Sign a Contract with the Yakima Valley Conference of Governments (YVCOG) for Technical Assistance for the Year 2015.
11/26/2013	Resolution Authorizing the Mayor to Sign a Contract with the Yakima Valley Conference of Governments (YVCOG) for Technical Assistance for the Year 2014.
12/27/2012	Resolution Authorizing the Mayor to Sign a Contract with the Yakima Valley Conference of Governments (YVCOG) for Technical Assistance for the Year 2013.

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

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A
CONTRACT WITH YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS FOR TECHNICAL ASSISTANCE FOR THE YEAR
2016**

WHEREAS, the City wishes to renew the contract with Yakima Valley Conference of Governments (Y.V.C.O.G.) for technical assistance in addition to normal Conference activities; and

WHEREAS, the Conference possesses the technical planning staff with necessary expertise to provide the required services,

NOW THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be Authorized to Sign the Contract with Y.V.C.O.G. for assistance not to exceed \$5,000.00. A copy of the contract is attached.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8th day of December, 2015.

John Gawlik, Mayor

ATTEST:

Dale Novobielski, Clerk/ Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

RESOLUTION NO. _____



YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

311 North 4th Street, Suite 202 • Yakima, Washington 98901
509-574-1550 • FAX 574-1551
website: www.yvcog.org

November 25, 2015

John Gawlik, Mayor
City of Selah
115 West Naches Avenue
Selah, WA 98942

SUBJECT: YVCOG Technical Assistance (TA) Contract for 2016

Dear Mayor Gawlik:

Enclosed please find a proposed technical assistance (TA) contract between the YVCOG and the City of Selah. This contract was pre-approved by the YVCOG Executive Committee on November 16, 2015, to expedite the process in the event the City wishes to initiate a contract. The time of performance and dollar amount are not filled in. *To initiate this contract, those figures will need to be included.*

As you know, these TA contracts are generally used for YVCOG services that are difficult to develop specific scope of work. Typically, members use the TA contracts for current planning activities that are dependent upon the type and number of development applications a member jurisdiction will receive. Other types of uses for these TA contracts are for assistance with time sensitive projects (e.g. grant applications) where a specific scope of work can be developed quickly and approved by Council on short notice. Whenever your needs are more long term or specific to a project (e.g. comprehensive plan updates) we like to use a Professional Services contract format with a detailed scope of work with identified deliverables and timelines.

When the TA contract is entered into with a sum of your determination, the funds will only be drawn down based upon YVCOG services performed at the City of Selah's request. If no assistance is requested during the year, or assistance does not require the total sum budgeted, the remaining contract balance will remain unused and available for the City's discretion.

If you anticipate needing YVCOG assistance or services in 2016, please present this contract to your Council for discussion and approval. If approved, please return two (2) signed originals and we will return one original once signed by the YVCOG Executive Committee Chair.

Please call if you have any questions. If you would like me to attend a Council meeting to provide additional information, I would be pleased to do so. As always, the YVCOG looks forward to assisting you with your planning needs.

Sincerely,



Larry Mattson
Executive Director

LCM:jlh
Enclosure
cc: David Kelly, City Administrator

MEMBER JURISDICTIONS

Grandview • Granger • Harrah • Mabton • Moxee • Naches • Selah
Sunnyside • Tieton • Toppenish • Union Gap • Wapato • Yakima • Yakima County • Zillah

CITY OF SELAH
TECHNICAL ASSISTANCE CONTRACT NO. 010116SE

THIS CONTRACT, entered into this 8th day of December 2015 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Selah, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by John Gawlik, Mayor, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor;

1.2 Assist the City in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

2. Time of Performance. The services provided by the Conference pursuant to this contract shall commence on January 1, 2016 and shall end on December 31, 2016.

3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City hereunder shall not exceed \$5,000.00 for all services required. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the

Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to the City for payment based upon work completed for the City. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either the City or the conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

CITY OF SELAH
YAKIMA COUNTY

BY: _____
Conference Chair

BY: _____
Mayor

ATTEST: _____
Secretary

ATTEST: _____



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



COUNCIL MEETING ACTION ITEM

12/8/2015 M – 11

Title: Resolution Approving the Final Plat of “Speyers Court Estates” (912.61.14-03) and Authorizing the Mayor to sign the Final Plat

Thru: Donald Wayman, City Administrator

From: Thomas R Durant, Community Planner

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Approval.

Background / Findings & Facts:

Hearing Examiner conducted open record public hearing July 31, 2014. Prepared Findings and Conclusions recommending Denial. City Council conducted closed record public hearing November 24, 2015 and approved the Preliminary Plat.

Recommended Motion:

I move the Council approve the Speyers Court Estates Final Plat and authorize the Mayor to sign the Final Plat.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



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

Date:	Action Taken:
7/31/2014	Hearing Examiner Open Record Public Hearing
11/24/2015	City Council Closed Record Public Hearing

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

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RESOLUTION NO. _____

**RESOLUTION APPROVING THE FINAL PLAT OF "SPEYERS COURT ESTATES"
(912.61.14-03) AND AUTHORIZING THE MAYOR TO SIGN THE FINAL PLAT**

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

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

BE IT HEREBY RESOLVED that the City Council of the City of Selah, Washington approves the final plat of "Speyers Court Estates", a subdivision created as authorized in the "Speyers Court Planned Development" rezone approved by City Council on the 24th day of November, 2015, and the Mayor is hereby authorized to sign the final plat.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 8th day of December 2015.**

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



COUNCIL MEETING ACTION ITEM
12/8/2015 N - 1

Title: Ordinance Amending the 2015 Budget for Miscellaneous Adjustments

Thru: Donald Wayman, City Administrator

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: Fund 001 General \$ 146,585 in expenditures and revenues, Fund 111 Street Improvement \$ 41,064 in expenditures and revenues, Fund 118 Civic Center \$ 16,852 in expenditures and revenues, Fund 121 Tourism \$ 8,058 in expenditures and \$ 6,649 in revenues and Fund 190 SPRSA Pool \$ 35,910 in expenditures.

Funding Source: See above discussion.

Staff Recommendation:

Approve Ordinance.

Background / Findings & Facts:

To amend the 2015 budget for various expenditures not currently provided for in the budget, as follows: The City renegotiated its contract for Public Defense services resulting in an increase of \$ 23,400 in costs for Court related prosecution and defense. The City's legal fees for land use and other matters are projected to be \$ 75,000 in excess of current budget. The Recreation department's expenditures for race events are \$ 5,546 in excess of budget and software service fees are \$ 12,639 in excess of budget. Parks incurred \$ 30,000



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



in unbudgeted expenditures for Volunteer Park which are being donated back to the City. East Goodlander street improvements exceeded budget by \$ 41,064, of which \$ 18,064 was funded by additional TIB grant money. Civic Center fund expenditures for supplies, professional services and repairs & maintenance are \$ 16,852 in excess of budget and will be funded with Sales Tax revenue. Tourism fund expenditures for professional and intergovernmental services are \$ 8,508 in excess of budget. SPRSA Pool fund expenditures for payroll and professional services are \$ 35,910 in excess of budget.

Recommended Motion:

I move to approve the Ordinance amending the 2015 budget for miscellaneous adjustments.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2015 BUDGET FOR MISCELLANEOUS
ADJUSTMENTS

WHEREAS, the City desires to approve miscellaneous adjustments to the 2015 Budget;

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

001 General

Legal

001.000.015.515.30.41.00	Professional Services	\$	75,000
001.000.015.515.30.41.02	Prosecutor		11,700
001.000.015.515.30.41.03	Public Defender		11,700

Recreation Services

001.000.071.571.20.31.02	Race Events		5,546
001.000.071.571.20.41.00	Professional Services		12,639

Parks

001.000.076.367.00.00.00	Contributions & Donations	\$	30,000
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Non-Departmental

001.000.098.313.11.00.00	Sales Tax		116,585
001.000.094.594.76.63.09	Volunteer Park		30,000

111 Street Improvement

111.000.095.334.38.00.00	T.I.B. Funding	\$	18,064
111.000.095.397.00.00.00	Interfund Transfers-In		23,000
111.000.095.595.30.63.24	E. Goodlander – 1 st to Wenas	\$	41,064

118 Civic Center

118.000.075.313.11.00.00	Sales Tax	\$	16,852
118.000.075.575.50.31.00	Operating Supplies	\$	2,000
118.000.075.575.50.41.00	Professional Services		10,000
118.000.075.575.50.48.00	Repairs & Maintenance		4,000
118.000.075.575.50.51.02	Desktop Services		852

121 Tourism

121.000.057.308.80.00.00	New Beginning Unreserved Fund Balance	\$	6,649
121.000.057.557.30.41.00	Professional Services	\$	3,000
121.000.057.557.30.51.01	Visitor's & Convention Bureau		5,058
121.000.999.508.80.00.00	New Ending Unreserved Fund Balance		7,791

190 SPRSA Pool

190.000.076.576.20.11.00	Regular Pay	\$	14,410
190.000.076.576.20.21.00	Personnel Benefits		1,500
190.000.076.576.20.41.00	Professional Services		20,000
190.000.999.508.80.00.00	New Ending Unreserved Fund Balance	\$	9,522

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 8th day of December 2015.

John J. Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

ORDINANCE NO. _____



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



COUNCIL MEETING INFORMATIONAL ITEM

12/8/2015 P – 4A

Title: parks Board Minutes – September 14, 2015

Thru: Donald Wayman, City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Informational only

Background / Findings & Facts:

N/A

Recommended Motion:

N/A

City of Selah
Parks & Recreation Board Minutes
September 14, 2015

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

A. CALL TO ORDER

Chairman Baranowski called the meeting to order at 5:00pm.

B. ROLL CALL

Members Present: Board Members Baranowski, Creach, Callahan, Smith, Overby

Members Absent: Board Members Moudy, Neumeyer, Pendleton

Staff Present: Donald Wayman, City Administrator; Ty Jones, Public Works Utility Supervisor; Charlie Brown, Recreation Manager; Monica Lake, Executive Assistant

Guests: Burt Ross; Chris Ross; Tom Stokes

C. REVIEW OF MINUTES FROM THE JULY 6, 2015 MEETING

Minutes from the July 6, 2015 meeting were unavailable due to a technical error with the City's server.

D. COMMUNICATIONS: None

E. GENERAL BUSINESS

1. Volunteer Park – site plan from HLA

Recreation Manager Brown gave an update on the status and spoke about the site plan, noting that the City had a survey team come out to determine where the property lines are. He remarked that City Administrator Wayman and City Attorney Noe are discussing what can legally be done as far as portions of the park area that neighbors have enhanced. Discussion followed. The Board heard from three of the neighbors in the area and talked about options to resolve any potential.

2. Pool Plans – sites from WMS

Recreation Manager Brown talked about the SPRSA bond, which option they will be submitting for voters to approve, and the cost for an average household in Selah. A brief discussion followed.

F. OLD BUSINESS None

G. NEW BUSINESS None

H. PARK BOARD MEMBER REPORTS

Board Member Creach had no report.

Chairman Baranowski had no report.

Board Member Callahan commented that he's had a lot of inquiries about Volunteer Park. A brief discussion followed on the status of funding and when they might break ground.

Board Member Overby had no report.

Board Member Smith had no report.

Public Works Utility Supervisor Jones had no report.

Recreation Manager Brown stated that the Army Base race is the next weekend.

ADJOURNMENT:

Board Member Creach moved, and Board Member Callahan seconded, that the meeting be adjourned. By voice vote, the motion passed unanimously.

The meeting was adjourned at 5:28 pm.