

# SELAH CITY COUNCIL

4:00pm January 14, 2014



Selah City Council  
 Regular Meeting  
 Tuesday, January 14, 2014  
 4:00pm  
 City Council Chambers

Mayor: John Gawlik  
 Mayor Pro Tem: Allen Schmid  
 Council Members: John Tierney  
 Paul Overby  
 Dave Smeback  
 Brooke Finch  
 Roy Sample  
 Jane Williams

CITY OF SELAH  
 115 West Naches Avenue  
 Selah, Washington 98942

City Administrator: David Kelly  
 City Attorney: Bob Noe  
 Clerk/Treasurer: Dale Novobielski

## AGENDA

- A. Call to Order – Mayor Gawlik
- B. Roll Call
- C. Pledge of Allegiance
- D. Agenda Changes **None**
- E. Public Appearances/Introductions/Presentations **None**
- F. Getting To Know Our Businesses **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

- David Kelly a. Yakima Transit Service Ridership Report for November 2013
- David Kelly b. Yakima Transit Service Special Ridership Count for the week of December 9, 2013

### H. Proclamations/Announcements

- Mayor Gawlik 1. Martin Luther King, Jr. Week – January 19 through January 25, 2014

### 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 or member of the audience request that any item of the Consent Agenda be considered separately, that item will be removed from the Consent Agenda and become a part of the regular Agenda.

- Monica Lake \* 1. Approval of Minutes: December 10, 2013 Council Meeting
- Dale N. \* 2. Approval of Claims & Payroll

### J. Public Hearings **None**

### K. New Business

- Bob Noe 1. Selection of Mayor Pro Tempore for 2014
- Mayor Gawlik 2. Board & Committee Assignments for 2014
- Mayor Gawlik 3. City of Selah Flag Purchase

### L. Old Business **None**

## M. Resolutions

- Charlie Brown \* 1. Resolution Setting Public Hearing for the City of Selah's 6-Year Comprehensive Parks and Recreation Plan 2014-2019
- Joe Henne 2. Resolution Authorizing the Mayor to Approve Task Order 2013-5 between the City of Selah and Huibregtse, Louman Associates, Inc. for Professional Engineering and Surveying Services for the South Third Street Water Main Replacement Project
- Joe Henne \* 3. Resolution Authorizing the Mayor to Sign the Local Agency Agreement with the Washington State Department of Transportation – Purchase of PM10 Compliant Street Sweeper
- Joe Henne \* 4. Resolution Authorizing the Mayor to Sign the Local Agency Federal Aid Project Prospectus with the Washington State Department of Transportation – Purchase of PM10 Compliant Street Sweeper
- Joe Henne \* 5. Resolution Adopting the Amended Six-Year Transportation Improvement Program for the Years 2014-2019 to Reflect the Phase Start Year of 2014 for the Purchase of a Clean Air Compliant Street Sweeper
- Joe Henne 6. Resolution Authorizing the Mayor to Sign the Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement (FY 2015 Arterial Preservation Project, Multiple Locations) for the East Goodlander Road Improvements Project
- Joe Henne 7. Resolution Authorizing the Mayor to Approve Task Order 2014-01 between the City of Selah and Huibregtse, Louman Associates, Inc. for Pollutant Reduction Project Funded by Washington State Department of Ecology (DOE)
- David Kelly \* 8. Resolution authorizing the Mayor to sign a Public Sector Service Contract with the Yakima County Development Association

## N. Ordinances

- Dale N. 1. Ordinance Amending the 2014 Budget for Fund 309 Marudo Property Acquisition
- Dennis D. 2. Ordinance Adopting the 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2013 – 1 (Tree Top, Incorporated as recommended by the City of Selah Planning Commission
- Dennis D. 3. Ordinance Amending Ordinance No. 1634 § 15 of the Selah Municipal Code Zoning Map Amendment No. 914.67.13-01 Rezone to Industrial (M-1)
- Dennis D. 4. Ordinance providing for the Annexation of Certain Real Property by the City of Selah, Washington, and Incorporating the Same within the Corporate Limits thereof and Zoning said Real Property One-Family Residential (R-1)

## O. 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.

## P. Reports/Announcements

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

Diana Turner a. Planning Commission Minutes of April 16, 2013

Q. Executive Session

1. 20 Minute Session – Contract Negotiations RCW 42.30.140

R. Adjournment

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.

Next Study Session  
Next Regular Meeting

January 28, 2014  
January 28, 2014



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



**COUNCIL MEETING      INFORMATIONAL ITEM**

**12/10/2013      G – 2A**

**Title:** Yakima Transit Service Ridership Report for November 2013

**Thru:** David Kelly, City Administrator

**From:** David Kelly, City Administrator

**Action Requested:** Informational - No action

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Informational only

**Background / Findings & Facts:**

Informational item only. Information provided shows the number of people using the transit service for the month of November 2013, broken down by day and week.

**Recommended Motion:**

N/A

Print date

1/7/2014

		Yakima Transit Service Expansion Status - 2013 Selah				Systemwide	
		Selah Ridership	Selah Wkly tot.	% of tot. Ridership	Selah Total	Daily tot. Ridership	Weekly & Monthly totals
Monday	10/28/2013	330		7.1%		4,620	
Tuesday	10/29/2013	365		7.4%		4,940	
Wednesday	10/30/2013	441		9.0%		4,909	
Thursday	10/31/2013	345		7.6%	<b>10,304</b>	4,564	<b>124,202</b>
Friday	11/1/2013	400		8.0%		5,029	
Saturday	11/2/2013	133		7.5%		1,776	
Sunday	11/3/2013	154		16.6%		930	
<b>Total</b>			<b>2,168</b>	<b>8.1%</b>			<b>26,768</b>
Monday	11/4/2013	378		7.8%		4,856	
Tuesday	11/5/2013	421		8.4%		4,987	
Wednesday	11/6/2013	419		8.4%		4,964	
Thursday	11/7/2013	397		8.0%		4,954	
Friday	11/8/2013	389		8.1%		4,812	
Saturday	11/9/2013	156		8.9%		1,751	
Sunday	11/10/2013	114		13.9%		819	
<b>Total</b>			<b>2,274</b>	<b>8.4%</b>			<b>27,143</b>
Monday	11/11/2013	Holiday		N/A	No Service	N/A	
Tuesday	11/12/2013	392		7.7%		5,074	
Wednesday	11/13/2013	364		7.8%		4,690	
Thursday	11/14/2013	405		8.4%		4,847	
Friday	11/15/2013	333		5.9%		5,598	
Saturday	11/16/2013	207		12.5%		1,653	
Sunday	11/17/2013	136		18.9%		718	
<b>Total</b>			<b>1,837</b>	<b>8.1%</b>			<b>22,580</b>
Monday	11/18/2013	362		7.7%		4,728	
Tuesday	11/19/2013	412		8.5%		4,831	
Wednesday	11/20/2013	328		7.2%		4,584	
Thursday	11/21/2013	386		7.9%		4,906	
Friday	11/22/2013	346		7.9%		4,377	
Saturday	11/23/2013	140		8.1%		1,731	
Sunday	11/24/2013	102		17.1%		596	
<b>Total</b>			<b>2,076</b>	<b>8.1%</b>			<b>25,753</b>
Monday	11/25/2013	384		8.2%		4,681	
Tuesday	11/26/2013	388		8.3%		4,673	
Wednesday	11/27/2013	308		7.5%		4,101	
Thursday	11/28/2013	Holiday		N/A	No Service	N/A	
Friday	11/29/2013	188		11.1%		1,700	
Saturday	11/30/2013	158		10.4%	<b>8,300</b>	1,523	<b>99,889</b>
Sunday	12/1/2013	92		12.9%		712	
<b>Total</b>			<b>1,518</b>	<b>8.7%</b>			<b>17,390</b>



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



**COUNCIL MEETING      INFORMATIONAL ITEM**

**1/14/2014      G – 2B**

**Title:** Yakima Transit Service Special Ridership Count for the week of December 9, 2013

**Thru:** David Kelly, City Administrator

**From:** David Kelly, City Administrator

**Action Requested:** Informational - No action

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Informational only

**Background / Findings & Facts:**

Informational item only. Information provided shows the number of people using the transit service for the week of December 9, 2013.

**Recommended Motion:**

N/A

# Yakima Transit Ridership Survey

## Selah Route

Special Ridership Count - Boardings<sup>1</sup> only

Week of December 9, 2013

		RT10/AM/PM	RT10 - All day	Daily Total
12/9/2013	Monday	63	100	163
12/10/2013	Tuesday	53	116	169
12/11/2013	Wednesday	42	110	152
12/12/2013	Thursday	49	129	178
12/13/2013	Friday	53	127	180
12/14/2013	Saturday	N/A	46	46
12/15/2013	Sunday	N/A	21	21
<b>Total</b>		<b>260</b>	<b>649</b>	<b>909</b>

1: Selah City limit



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



**COUNCIL MEETING      INFORMATIONAL ITEM**

**1/14/2014      H – 1**

**Title:** Martin Luther King, Jr. Week – January 19 through January 25, 2014

**Thru:** David Kelly, City Administrator

**From:** Mayor Gawlik

**Action Requested:** Informational - No action

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

N/A

**Background / Findings & Facts:**

See Proclamation

**Recommended Motion:**

N/A

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



# Proclamation

*WHEREAS*, the Reverend Dr. Martin Luther King, Jr., challenged our Nation to recognize that our individual liberty relies upon our common equality. In communities marred by division and injustice, the movement he built from the ground up forced open doors to negotiation. The strength of his leadership was matched only by the power of his words, which still call on us to perfect those sacred ideals enshrined in our founding documents; and

*WHEREAS*, though we have made great strides since the turbulent era of Dr. King' movement, his work and our journey remain unfinished. Only when our children are free to pursue their full measure of success – unhindered by the color of their skin, their gender, the faith in their heart, the people they love, or the fortune of their birth – will we have reached our destination; and

*WHEREAS*, recognizing that our Nation has yet to reach Dr. King's Promised Land is not an admission of defeat, but a continued call to action. In these challenging times, too many Americans face limited opportunities, but our capacity to support each other remains limitless. Today, let us ask ourselves what Dr. King believed to be life's most urgent and persistent question: "What am I doing for others?"

*Now, therefore*, the *City of Selah* does hereby proclaim the week of January 19 through January 25, 2014 as

## *Martin Luther King, Jr. Week*

And urge all citizens to join in acknowledging those people involved in honoring the life of Martin Luther King, Jr. and the principles for which he fought and died.

Dated this \_\_\_\_\_ day of January 2014.

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Mayor



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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014                  I-1**

**Title:** Approval of Minutes: December 10, 2013 Council Meeting

**Thru:** David Kelly, 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 the Minutes from the last Council Meeting.

**Background / Findings & Facts:**

See Minutes for details.

**Recommended Motion:**

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

City of Selah  
Council Minutes  
December 10, 2013

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

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

B. Roll Call

Members Present: Paul Overby; Keith Larson; Dave Smeback; Allen Schmid

Members Excused: John Tierney; Brooke Finch; Carl Torkelson

Staff Present: David Kelly, City Administrator; Bob Noe, City Attorney; Dale Novobielski, Clerk/Treasurer; Gary Hanna, Fire Chief; Rick Hayes, Police Chief; Joe Henne, Public Works Director; Dennis Davison, Community Planner; Charlie Brown, Recreation Manager; Monica Lake, Executive Assistant

C. Pledge of Allegiance

Mayor Gawlik led the Pledge of Allegiance. Pastor Mark Griesse led the opening prayer.

D. Agenda Changes **None**

E. Public Appearances/Introductions/ Presentations

1. Presentations

a. Keith Larson

Mayor Gawlik presented Council Member Larson with an engraved marble apple. He said that he has been a faithful and dedicated Council Member to the City of Selah and that at this, his last meeting, the City wishes to present him with a memento for his years of service to the City and its citizens. He read aloud the Community Pride Award before presenting it to Council Member Larson.

Council Member Larson thanked the Mayor, the City Council, and the city staff, saying that he has enjoyed being on the Council. He said that it has been a great learning experience and he appreciated the opportunity to serve and help out.

b. Private Ryker Belton

Mayor Gawlik said that it is the City's policy to recognize our sons and daughters who answer the call of duty to protect and provide for us the safety we have within our country. He invited Private Belton to come forward and read aloud a brief biography. He presented Private Belton with a United States flag flown over Selah on 9/11, along with a certificate of authenticity, on behalf of the citizens of Selah.

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

G. Communications

1. Oral

Mayor Gawlik opened the meeting.

Kevin Jorgensen approached the podium and addressed the Council. He said that Council Member Larson is a great mentor and a great civic leader who continues to be an example to those around him, and that he has left a good legacy for the Council to follow.

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

2. Written

a. Yakima Transit Service Ridership Report for October 2013

H. Proclamations/Announcements                      **None**

I. Consent Agenda

**Council Member Overby moved, and Council Member Smeback seconded, to add M – 6 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 26, 2013 Council Meeting

\* 2. Approval of Claims & Payroll:

Claim Checks Nos. 66014 – 63086 for a total of \$114,461.43

\* 3. Resolution M – 3 Resolution Authorizing the Mayor to Sign a Local Agency Standard Consulting Agreement for Professional Municipal Engineering Services with Huibregtse, Louman Associates, Inc. for the Valleyview Avenue/South Third Street/Southern Ave/South First Street Project

\* 4. Resolution M – 4 Resolution Authorizing the Mayor to Sign the Huibregtse, Louman Associates, Inc. Supplemental Agreement Number 1 for the East Goodlander Road Improvements Project

- \* 5. Resolution M – 5 Resolution Authorizing the Mayor to Sign a Legal Advertising Contract with the Yakima Herald-Republic for the 2014 Calendar Year
- \* 6. Resolution M – 6 Resolution Authorizing the Mayor to Sign an Agreement for Certified Acceptance Services with Yakima County, Washington - STP Paving Project on Valleyview Avenue/South Third Street/Southern Avenue/South First Street

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

J. Public Hearings **None**

K. New Business

1. Latecomer Agreements

City Administrator Kelly addressed K – 1. He referred Council Members to their packets, saying that they were provided with information explaining the two different statutes that discuss latecomers’ agreements, and requested some direction regarding who to proceed with them. He noted that there are several ways the City could proceed, and suggested coming up with a simple way to handle them, based on City policy, so when developer does something they know the criteria the City needs and can meet it. He went on to say that the City wants to encourage developers to do that, and that one way would be to state that anyone who desires to connect to the side will pay the developer a fee if it was put in within the last twenty years. He felt that it would be good to create an Ordinance or Resolution to make clear exactly how things will go.

City Attorney Noe said that there are two statutory statements that are explicit as to authority but list no criteria, adding that what has been done in the past was discretionary. He recommended that Council come up with policies and criteria that would be applicable.

Council Member Schmid remarked that he would prefer to have a study session early next year on this topic, along with more defined requirements to look at.

Roy Sample, 1304 Heritage Hills Place, approached the podium and addressed the Council. He stated that he will be taking over Council Member Larson’s position in January, adding that he hopes he can do half the job he has done. He said that he brought this up at the previous meeting as he has had an interest in latecomers’ agreements in the past, and he feels that, since the taxpayers are paying for this increase the City should take advantage of their right to collect a fee from someone wishing to connect to the water or sewer lines.

City Attorney Noe commented that there are areas for specific infrastructure where the City recovers their costs when property owners connect. He requested direction from the Council regarding policy on latecomers’ agreements for both the City and private developers.

Mayor Gawlik stated that they have a motion from Council Member Schmid to do a study session after the first of the year and asked if there was a second.

Council Member Smeback stated that he would like to see staff work with the Planning Commission on this issue first.

Council Member Overby agreed, saying that it might be difficult to do in a study session.

City Administrator Kelly stated that he just needs direction from Council on the matter.

L. Old Business **None**

M. Resolutions

1. Resolution Revising Rates for 2014 Water Utility Services

Clerk/Treasurer Novobielski addressed M – 1. He said that, as a result of the 2014 budget meetings and an analysis of the utility services, it was deemed appropriate to increase water rates by three percent. He noted that the financial impact on the base price for water would be fifty cents per month including the utility tax, and that the increase on low income would be approximately sixty cents.

Council Member Schmid inquired about the balances in the City's reserve accounts.

Clerk/Treasurer Novobielski replied that the 2014 budget reflects an increase in water and sewer reserves by the end of the fiscal year. He said that the beginning balance in the water reserves in 2014 is three hundred thirty-three thousand dollars and the end balance is estimated at six hundred ninety-three dollars, while the sewer reserve fund will have a beginning balance of four hundred ninety thousand dollars and an ending balance of six hundred ninety-five thousand dollars.

City Administrator Kelly remarked that the City is growing reserves to maintain the infrastructure, saying that he wants to make sure that citizens understand they are simply taking care of business.

Clerk/Treasurer Novobielski commented that the City rolled back their rates ten percent for 2013 due to the temporary utility tax increase.

**Council Member Overby moved, and Council Member Smeback seconded, to approve the Resolution Revising Rates for 2014 Water Utility Services. Roll was called: Council Member Larson – yes; Council Member Overby – yes; Council Member Smeback – yes; Council Member Schmid – yes. By voice vote, approval was unanimous.**

2. Resolution Revising Rates for 2014 Sewer Utility Services

Clerk/Treasurer Novobielski addressed M – 2. He said that the Sewer rate increase is the same three percent increase as water rates, noting that billing in Selah is a flat rate for sewer services. He went on to say that the regular rate for 2013 is thirty-four dollars and ninety-six cents and the rate for 2014 will be thirty-six dollars and one cent, and for low income households the current rate is twenty-one dollars and forty-two cents and it will increase to twenty-two dollars and seven cents for 2014.

**Council Member Larson moved, and Council Member Overby seconded, to approve the Resolution Revising Rates for 2014 Sewer Utility Services. Roll was called: Council Member Larson – yes; Council Member Overby – yes; Council Member Smeback – yes; Council Member Schmid – yes. By voice vote, approval was unanimous.**

- \* 3. Resolution Authorizing the Mayor to Sign a Local Agency Standard Consulting Agreement for Professional Municipal Engineering Services with Huibregtse, Louman Associates, Inc. for the Valleyview Avenue/South Third Street/Southern Ave/South First Street Project

- \* 4. Resolution Authorizing the Mayor to Sign the Huibregtse, Louman Associates, Inc. Supplemental Agreement Number 1 for the East Goodlander Road Improvements Project
- \* 5. Resolution Authorizing the Mayor to Sign a Legal Advertising Contract with the Yakima Herald-Republic for the 2014 Calendar Year
- \* 6. Resolution Authorizing the Mayor to Sign an Agreement for Certified Acceptance Services with Yakima County, Washington - STP Paving Project on Valleyview Avenue/South Third Street/Southern Avenue/South First Street
- 7. Resolution Authorizing the Mayor to Sign a Project Application for Transportation Alternatives Program (TAP) Funding for Sidewalk along Werner Loop

Public Works Director Henne addressed M – 7. He said that this program funding does sidewalk continuance preservation projects for those that are non-primary. He referred Council to the aerial photo of Wernex loop included in their packets, noting that part of the old highway serves as the entrance to the middle school for parents, along with access to athletics field and the homes and church on the loop. He remarked that there is not a sidewalk currently along that stretch, although they did spray a line along the side of the road five to eight years ago to create a four foot sidewalk. He stated that it is quite congested currently when the buses leave, and that people are driving in the oncoming traffic lane to go around kids walking along the side of the road. He noted that he picked up an endorsement from the Selah School District today, and that the funding request is for two hundred thirteen thousand dollars with no dollar match.

Council Member Schmid thought that there was a sidewalk on north side from north First Street down along the School District's property.

Public Works Director Henne replied in the negative, saying that the sidewalk in front of the high school wraps around approximately one hundred feet and stops; on the south end is gravel and a fence in two feet from the curb. He noted that that section of the shoulder will be widened and the fence will be relocated by the Selah School District.

Council Member Schmid wondered when they would be moving the fence.

Public Works Director Henne responded that they will do that as part of the school building project currently underway.

**Council Member Schmid moved, and Council Member Smeback seconded, to Approve the Resolution Authorizing the Mayor to Sign a Project Application for Transportation Alternatives Program (TAP) Funding for Sidewalk along Wernex Loop. Roll was called: Council Member Larson – yes; Council Member Overby – yes; Council Member Smeback – yes; Council Member Schmid – yes. By voice vote, approval was unanimous.**

- 8. Resolution Authorizing the Mayor to Sign an Agreement with Promantek, Inc. for the Purchase of Trakstar Employee Evaluation Software

City Administrator Kelly addressed M – 8. He explained his desire to have all employees on a software evaluation program, saying that this will allow the department heads to score them on an annual, quarterly, or semi-annual basis and have the ability to review the information on a year to year basis. He went on to say that it will allow employees to see what management thinks of them, give them the opportunity to evaluate their

peers if we choose to go that route, and is very user-friendly. He commented that he has seen the software being utilized at Larson Fruit

Council Member Overby wondered how flexible the program is, and if it is customizable by the City or through the vendor.

City Administrator Kelly replied that they will be able to change things around, although major changes would likely be through the vendor. He went on to say that they can also create custom items, although they have already developed an exhaustive list for evaluation of police and firefighters. He stated that he is excited about this and feels that it is a good opportunity.

Council Member Overby remarked that they recently went through a big transition like this at his place of employment and that was a nightmare.

Council Member Larson stated that the software is very user-friendly; one can set it up to receive automatic reminders throughout the year rather than doing right before evaluations. He said that Larson Fruit uses approximately five percent of what one could use; adding that it is a huge database and they selected what makes sense for their business and employees.

Council Member Overby wondered if the individual employees would participate in its use.

Council Member Larson responded that it can be set up any way a company would like, and that some people like to have employees do a self-evaluation first.

Council Member Overby commented that the one his company is using will lock up if things aren't done in the correct order.

Council Member Larson replied that this program is very user-friendly.

City Administrator Kelly said that they can set up the system for reminders to do particular things, adding that it would be nice to write down positive and negative items throughout the year, which the manager can then review later on. He said that it has an intuitive drop-down menu, which one doesn't have to be a computer genius to use.

Council Member Larson remarked that it can also do goal setting and planning, and progress reports.

Council Member Smeback asked him to name one thing that really helped company in regards to this program.

Council Member Larson responded that his employees know what's expected of them and how they are doing now, whereas before they were simply expected to know. He felt that it has really helped the employees know what and how they are doing.

**Council Member Schmid moved, and Council Member Smeback seconded, to Approve the Resolution Authorizing the Mayor to Sign an Agreement with Promantek, Inc. for the Purchase of Trakstar Employee Evaluation Software. Roll was called: Council Member Larson – yes; Council Member Overby – yes; Council Member Smeback – yes; Council Member Schmid – yes. By voice vote, approval was unanimous.**

N. Ordinances

1. Ordinance Amending the 2013 Budget for Miscellaneous Adjustments

Clerk/Treasurer Novobielski addressed N – 1. He said that this will be the final adjustment to the 2013 budget and briefly reviewed the various line items to be adjusted.

**Council Member Overby moved, and Council Member Larson seconded, to Approve the Ordinance Amending the 2013 Budget for Miscellaneous Adjustments. Roll was called: Council Member Larson – yes; Council Member Overby – yes; Council Member Smeback – yes; Council Member Schmid – yes. By voice vote, approval was unanimous.**

2. Ordinance Amending the 2013 Budget for the Purchase of a Water Truck

Public Works Director Henne addressed N – 2. He said that he has a standing request with the Washington State Department of Transportation (DOT) regarding equipment they decide to surplus, and that they currently have a water truck available for twenty-three thousand dollars. He referred Council to the picture provided in the packet, noting that it is in good shape and similar trucks price out at fifty thousand dollars. He felt this was an exceptional deal, as it has side, front and back discharges which can be used to spray weeds or deicer, unlike the current water truck with gravity feed tank.

Mayor Gawlik asked if it was a diesel truck.

Public Works Director Henne replied in the affirmative, adding that it comes from the Pasco area.

City Administrator Kelly Public commended Works Director Henne and Public Works Utility Supervisor Jones for their ongoing efforts to find deals for City equipment purchases.

Council Member Schmid asked if it would be painted white.

Public Works Director Henne responded in the affirmative.

**Council Member Schmid moved, and Council Member Larson seconded, to Approve the Ordinance Amending the 2013 Budget for the Purchase of a Water Truck. Roll was called: Council Member Larson – yes; Council Member Overby – yes; Council Member Smeback – yes; Council Member Schmid – yes. By voice vote, approval was unanimous.**

O. Communications

1. Oral

Mayor Gawlik opened the meeting.

Maryjo Quinn approached the podium and addressed the Council. She requested an update regarding the contract between the City of Selah and Hopesource, saying that she understands that the contract was approved by Selah and then sent to Hopesource, although they have not signed it as of yet. She wondered why the City would do work on a parking lot without having a fully executed contract in place.

City Administrator Kelly responded that he discussed the matter yesterday during a meeting with Yakima Transit and Hopesource. He noted that the City signed the contract proposed by Hopesource, but when it was returned to them their attorney wanted to make changes to it. He added that they also conducted a survey of some individuals riding the system, and opted to change things without consulting with all parties involved. He

went on to say that they City has a good relationship with Yakima Transit, and that his interest is to move this forward and resolve the routes in a way that will allow the City to use that developed area for a park and ride; Yakima Transit will come up with routes that will mimic what we currently have and figure out a way to do a park & ride in the City so that everyone is happy. He commented that some mistakes were made regarding communication, adding that the City would not have spent that money if they knew Hopesource would not sign the contract.

Council Member Schmid commented that the City may be back in the money for the Ellensburg route come through town.

City Administrator Kelly remarked that it will happen; they just need to work out the logistics of running it through town with a pick up at that location. He noted that there is currently a route from Selah to Exit 26, adding that their interest is to make it safer with designated parking inside the City limits.

Norma Smith approached the podium and addressed the Council. She expressed concern regarding the medical marijuana shop discussed at the last meeting, saying that she feels if the City's youth see people buying and using pot openly they will question the values that the community has been instilling in them.

City Attorney Noe remarked that the City currently has a moratorium in place, and that they will be looking at their options prior to making a final decision. He noted that several cities are banning it outright, and that the Liquor Control Board is still developing regulations.

Ms. Smith commented that people in the community are not happy about it.

Council Member Schmid responded that there is nothing listed within the City limits; the one for the Selah area was for a piece of property located in the County. He suggested that she address the County Commissioners with her concerns.

Ms. Smith thanked him for the suggestion.

City Attorney Noe stated that the Liquor Control Board has asked the Attorney General to render an opinion regarding local jurisdictions prohibiting the location of marijuana facilities, and that he hopes the Attorney General will issue an opinion soon. He remarked that it will be interesting to see how they address this issue with regard to the interplay with Federal law.

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

## P. Reports/Announcements

### 1. Mayor

Mayor Gawlik said that he can't add more elegant words beyond what has already been stated regarding Council Member Larson's contribution to the community, but wanted to personally thank him for the times they have talked openly about different things. He added that he is looking forward to playing on the greens and fairways with him in 2014. He read a brief announcement regarding the Giving Tree in the foyer, and expressed his thanks to the staff for a good year and all their hard work. He wished everyone a merry Christmas and a happy prosperous new year.

### 2. Council Members

Council Member Schmid commended Council Member Larson for his long term as a Council Member, adding that he has appreciated serving with him on the Council through both the good times and the shaky times. He felt that this community is a better community because of him, and that it is something to be proud of. He wished everyone a merry Christmas and hoped they would have a good and safe holiday.

Council Member Overby remarked that he has appreciated the eight years he has served with Council Member Larson on the City Council, saying that he is a good role model and shows good volunteerism. He noted that a lot of hard work went in to the Civic Center. He wished everyone a merry Christmas.

Council Member Smeback echoed the previous comments, adding that Council Member Larson brought financial guidance to the Council and the community during his years on the finance committee. He said that the City has benefitted greatly from him, and that his fingerprints can be seen all over the community. He wished everyone a merry Christmas.

Council Member Larson thanked everyone for their kind words, saying that it has been a good experience working with everyone; it wasn't always fun or easy, but it has been good. He remarked that he has learned a lot about how city governments work and is tickled with what he has seen recently with Mayor Gawlik and City Administrator Kelly. He wished everyone a merry Christmas.

3. Boards None

4. Departmental

Clerk/Treasurer Novobielski wished everyone a merry Christmas.

Community Planner Davison remarked that it was nice to see former Council Member Jorgensen this evening, and wished everyone a happy holiday. He said that he and Public Works Director Henne met last week with the developers of a twenty-eight lot subdivision on 16th and Naches, adding that they want to start on the project as soon as they can get their equipment onsite. He went on to say that Tree Top will be presenting a proposed Comp Plan amendment to the Planning Commission next Thursday, which will be brought before Council at the first meeting in January. He stated that the Boundary Review Board actions will be final on January 5th, after which he will create an Ordinance for Council to consider at the second meeting in January.

Recreation Manager Brown had no report.

Public Works Director Henne said that they are working on various projects, noting that there were a few frozen meters around town due to the low temperatures, mostly to do with people being out of town during that period. He expressed his appreciation of the approval for the water truck purchase. He stated that he received one hundred ninety-one thousand, nine hundred and seventy dollars for Goodlander Road improvements last week, noting that they are getting close to the amount needed for the project.

Police Chief Hayes commented that the cold weather is slowing some things down. He said that Officer Singletary is doing well at the academy and will graduate on March 20th. He went on to say that the 15th officer is potentially on for January 1st; he took the polygraph test yesterday and all of the tests should be done before the months' end. He noted that the citizens' academy starts January 9th, with the first meeting held at the Fire station and the remainder at the Police station. He remarked that he looks forward to seeing as many as possible attend the academy.

City Attorney Noe wished everyone a merry Christmas.

City Administrator Kelly told Council Member Larson that he will be missed. He said that the City has expressed interest in some Selah School District-owned property across the street from Lince Elementary, noting that it is on their surplus list. He went on to say that they have identified the City as the party to sell the property to once they have gone through the process of surplusizing various properties, and that the appraisal is similar to the Assessor's valuation. He wished everyone a merry Christmas.

Fire Chief Hanna said that they are moving ahead with regard to filling the vacant position, noting that there will be a Civil Service Board meeting held on Friday. He added that the time frame would be to have the new hire start in February. He thanked Council Member Larson for his service on the Council and remarked that he looks forward to another great year working with the Council. He wished everyone a merry Christmas. Council took a ten minute recess.

Q. Executive Session

1. 20 Minute Session – Contract Negotiations RCW 42.30.140

Council went into Executive Session at 5:31pm. At 5:51pm, Council went back on the record. Mayor Gawlik stated that no action was taken during the Executive Session.

R. Adjournment

**Council Member Larson moved, and Council Member Overby seconded, that the meeting be adjourned. By voice vote, approval was unanimous.**

The meeting adjourned at 5:51pm.

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

\_\_\_\_\_  
Keith Larson, Council Member

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

EXCUSED

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

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

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

EXCUSED  
\_\_\_\_\_  
Brooke Finch, Council Member

EXCUSED

\_\_\_\_\_  
Carl Torkelson, Council Member

ATTEST:

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



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



**COUNCIL MEETING      ACTION ITEM**  
**1/14/2014              I - 2**

**Title:** Claims & Payroll

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**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**  
**1/14/2014      K – 2**

**Title:** Board & Committee Assignments for 2014

**Thru:** David Kelly, City Administrator

**From:** Mayor Gawlik

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Select Council Members for various boards and committees

**Background / Findings & Facts:**

Each year the Council Members are assigned to represent the City on various boards and committees.

**Recommended Motion:**

Select Council Members for all boards and committees and approve the final list for 2014

City of Selah  
Boards and Committees 2014 Assignments

1. Finance Committee
  - 
  - 
  -
2. Parks & Recreation Board
  -
3. Lodging Tax Advisory Committee (LTAC)
  -
4. Selah Tourism Promotion Area (TPA)
  -
5. Civic Center Board - REMOVED
6. Yakima Valley Conference of Governments (YVCOG)
  - Jane Williams
  - Roy Sample (alternate)
7. Yakima Valley Visitors & Convention Bureau (YVVCB)
  -
8. Selah Parks & Recreation Service Area Board (SPRSA)
  - 
  -
9. Selah C.A.N.
  -
10. Yakima Transit
  -
11. Fire Commissioners Board
  -
12. Selah Chamber of Commerce
  -

13. Selah School District

- 
- 

14. Gang Commission

- 

15. Naches-Selah Irrigation District Voting Member

- Mayor Gawlik

City of Selah  
Boards and Committees 2013 Assignments

1. Finance Committee
  - Carl Torkelson
  - Paul Overby
  - Brooke Finch
2. Parks & Recreation Board
  - Allen Schmid
3. Lodging Tax Advisory Committee (LTAC)
  - Dave Smeback
4. Selah Tourism Promotion Area (TPA)
  - Dave Smeback
5. Civic Center Board
  - Paul Overby
6. Yakima Valley Conference of Governments (YVCOG)
  - Carl Torkelson
  - Brooke Finch (alternate)
7. Yakima Valley Visitors & Convention Bureau (YVVCB)
  - John Tierney
8. Selah Parks & Recreation Service Area Board (SPRSA)
  - Keith Larson
  - Allen Schmid
9. Selah C.A.N.
  - Carl Torkelson
10. Yakima Transit
  - Paul Overby
11. Valley Mayor Association
  - Mayor Gawlik
  - Mayor Pro Tem Allen Schmid

12. Fire Commissioners Board

- Dave Smeback

13. Selah Chamber of Commerce

- Brooke Finch

14. Selah School District

- Brooke Finch
- Dave Smeback

15. Gang Commission

- Allen Schmid

16. Naches-Selah Irrigation District Voting Member

- Mayor Gawlik



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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014      K – 3**

**Title:** City of Selah Flag Purchase

**Thru:** David Kelly, City Administrator

**From:** Mayor Gawlik

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** \$823.70

**Funding Source:** Fund 001

**Staff Recommendation:**

Approve the purchase of official City of Selah flags for display in Council Chambers and in front of City buildings.

**Background / Findings & Facts:**

A number of years ago a handmade flag with the City's logo was made and flown below the US flag at City Hall. The flag has deteriorated and can no longer be used. Council formally adopted the apple logo as the official City logo last year. We would like to have one flag for display in Council Chambers, which requires the purchase of a flagpole and base set, and also have flags on the flagpoles outside of City Hall, Public Works, the Police Station, Fire Station #1, and the Civic Center.

Quotes were obtained from Carrot-Top Industries, Gettysburg Flag Works, Display Sales, and Tidmore Flags. Tidmore Flags gave us the best price.



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



**Recommended Motion:**

Approval of the expenditure to purchase flags from Tidmore Flags

**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:
7/23/2013	Ordinance of the City of Selah, Washington, amending Chapter 1.02 of the Selah Municipal Code, Seal, by changing the title and adding a new section 1.02.020 entitled, Logo

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1901B Hoover Court  
 Birmingham, AL 35226  
 1-800-321-3524  
 Fax: 1-800-351-4110  
 www.TidmoreFlags.com

# Quote

Date	Quote #
12/16/2013	4780

<b>Name / Address</b>
CITY OF SELAH ATTN: ACCTS PAYABLE 115 W. NACHES AVENUE SELAH, WA 98942

<b>Ship To</b>
CITY OF SELAH MONICA LAKE 115 W. NACHES AVENUE SELAH, WA 98942

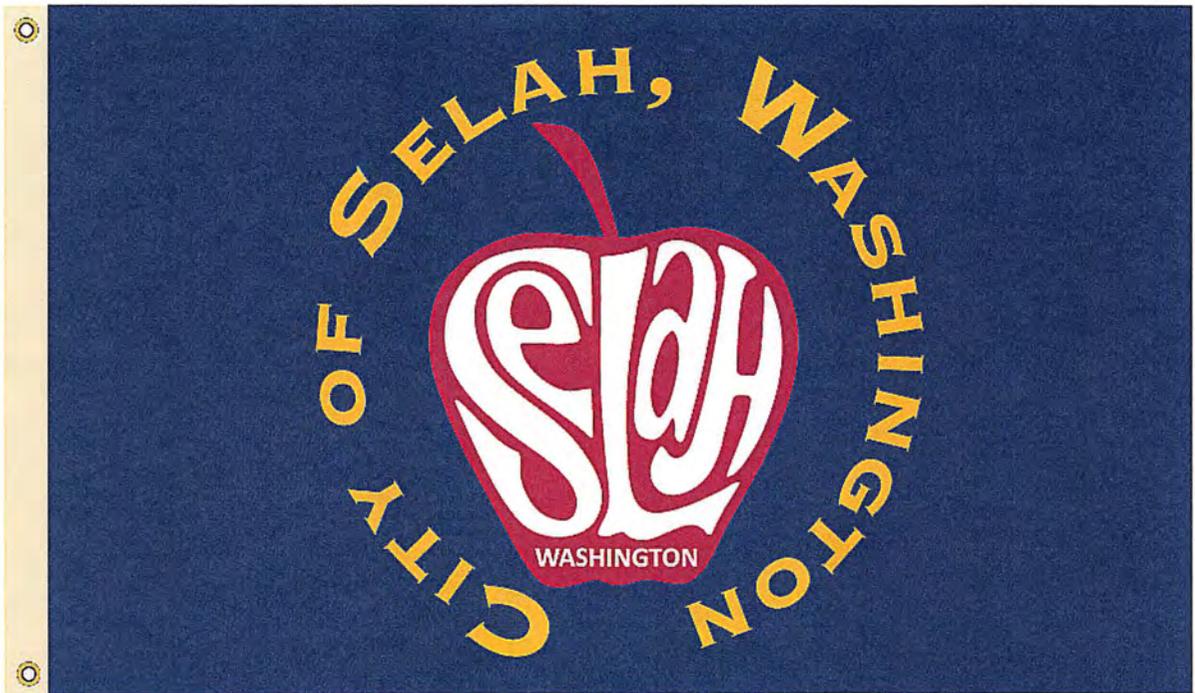
<b>Terms</b>	<b>Rep</b>	<b>Project</b>
NET 30 Days		

Item	Description	Qty	Each	Total
CUSTOM	3'x5' Selah, WA Flags - Nylon, Digital, Single Reverse (Mirror Image on back side), Finished with Header & Grommets	5	63.96	319.80
CUSTOM	3'x5' Selah, WA Flags - Nylon, Applique, Single Reverse (Mirror Image on back side), Finished Pole Sleeve & Gold Fringe ***Double Sided (Reads correctly on both sides) - \$542.00	1	358.00	358.00
EMB35	3'x5' EMBASSY SET - ADD FLAG COST ***Includes 8' Oak Pole, 8# Deluxe Stand, Cord & Tassel, Brass Eagle	1	114.95	114.95
FREIGHT	FREIGHT	1	30.95	30.95

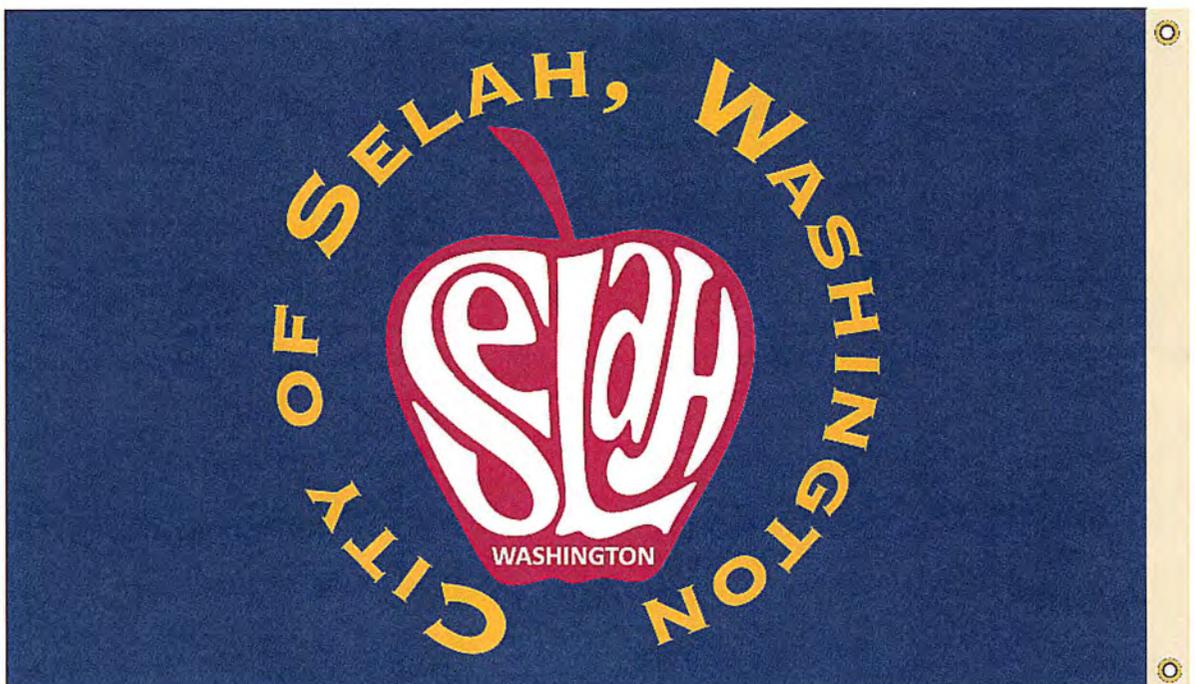
Please let us know if you would like us to process this order.	<b>Subtotal</b>	\$823.70
	<b>Sales Tax (0.0%)</b>	\$0.00
Thank You...Eric	<b>Total</b>	<b>\$823.70</b>

3'x 5', Nylon, Double Sided with Liner, Header & Grommets

FRONT SIDE



BACK SIDE





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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014      M – 1**

**Title:** Resolution Setting Public Hearing for the City of Selah's 6-Year Comprehensive Parks and Recreation Plan 2014-2019

**Thru:** David Kelly, City Administrator

**From:** Charles Brown, Recreation Manager

**Action Requested:** Public Hearing / Public Meeting

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Set date for public hearing on Comprehensive Parks Plan

**Background / Findings & Facts:**

Comprehensive plan is a six year working document that has come to the end of its cycle and needs to be revamped. Ty Jones and I have made changes to the plan and set goals for the next six years. Without an updated comprehensive plan we cannot apply for WWRP and RCO grants for funding of parks & recreation activities or facilities. (WWRP = Washington Wildlife & Recreation Program, RCO = Recreation & Conservation Office)

**Recommended Motion:**

Set date for the public hearing



**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:

1/13/2014

Presented to the Parks Board for approval and recommendation to the City Council

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

RESOLUTION SETTING PUBLIC HEARING  
FOR THE CITY OF SELAH'S 6-YEAR COMPREHENSIVE PARKS AND  
RECREATION PLAN 2014-2019

**WHEREAS**, every six years the City of Selah is required to update and amend, if necessary, its Comprehensive Parks and Recreation Plan;

**WHEREAS**, the City is required to conduct a public hearing regarding the 6-Year Comprehensive Plan and to consider public input regarding the same prior to adoption;

**WHEREAS**, the City of Selah wishes to set a public hearing for purposes of considering comments on the proposed 6-Year Comprehensive Parks and Recreation Plan;

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

The City of Selah's 6-Year Comprehensive Parks and Recreation Plan 2014-2019 shall be considered and public testimony, if any, at public hearing to be held on January 28, 2014 before the City Council at the City of Selah Council Chambers, 115 W. Naches Ave., Selah, Washington at 6:30 p.m.

The City Clerk Treasurer is directed to take appropriate measures to ensure that notice of the Public Hearing is made.

PASSED this 14<sup>th</sup> day of January, 2014.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dale Novobielski, City Clerk Treasurer

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



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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014      M – 2**

**Title:** Resolution Authorizing the Mayor to Approve Task Order 2013-5 between the City of Selah and Huibregtse, Louman Associates, Inc. for Professional Engineering and Surveying Services for the South Third Street Water Main Replacement Project

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** \$65,700.00

**Funding Source:** Street Fund 411.000.094.594.34.65.36

**Staff Recommendation:**

Public Works is requesting City Council to approve a resolution to authorize the Mayor to approve, under the General Agreement for professional consulting engineering services with Huibregtse, Louman Associates, Inc. (HLA), Task Order No. 2013-5 to assist the City with professional engineering and surveying services for the Third Street Water Main Replacement project.

**Background / Findings & Facts:**

This project has received 2013 Drinking Water State Revolving Funds (DWSRF) to replace approximately 2,100 linear feet of 70-year old deteriorated 6-inch water main on Third Street with new 8-inch ductile iron water main. The



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

RESOLUTION AUTHORIZING THE MAYOR TO APPROVE TASK ORDER  
2013-5 BETWEEN THE CITY OF SELAH AND HUIBREGTSE, LOUMAN &  
ASSOCIATES INC. FOR PROFESSIONAL ENGINEERING AND  
SURVEYING SERVICES FOR THE SOUTH THIRD STREET WATER MAIN  
REPLACEMENT PROJECT

WHEREAS, the City of Selah wishes to improve the water main on South Third Street;

WHEREAS, the City of Selah contracts with Huibregtse, Louman & Associates (HLA) for general professional engineering and surveying services; and

WHEREAS, the City of Selah desires to enter into a task order with HLA relating to the project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, the Mayor be authorized to sign Task Order No 2013-5 with HLA for the South Third Street Water Main Replacement project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14<sup>th</sup> day of January, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**\* TRANSMITTAL \***

Phone: 509-966-7000 / FAX: 509-965-3800  
801 N. 39<sup>th</sup> Avenue, Yakima, WA 98902

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**Date:** December 3, 2013

**Project No.:** 13126

**To:** City of Selah  
222 South Rushmore Rd  
Selah, WA 98942

**Attention:** Joe Henne  
Public Works Director

**From:** Terry D. Alapeteri, PE

**Re:** Third Street Water Main Replacement DWSRF

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**We are sending you the attached following items:**

Two (2) original Task Order No. 2013-05

---

**Comment:**

Attached for City consideration are two original Task Orders for the Third Street Water Main Replacement DWSRF project.

Should the Mayor sign the documents please retain one original for your records and return one original to HLA. Thanks Joe.



Copy to: \_\_\_\_\_

Signed: \_\_\_\_\_

*Terry D. Alapeteri*

**TASK ORDER NO. 2013-5**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HUIBREGTSE, LOUMAN ASSOCIATES, INC.

**PROJECT DESCRIPTION:**

**Third Street Water Main Replacement**  
**HLA Project No. 13126E**

The City of Selah has applied for and received 2013 Drinking Water State Revolving Funds (DWSRF) to replace approximately 2,100 linear feet of 70-year old deteriorated 6-inch water main on Third Street with new 8-inch ductile iron water main. The project also includes replacement of all associated valves, hydrants, and water services.

**SCOPE OF SERVICES:**

At the direction of the City of Selah (CITY), Huibregtse, Louman Associates, Inc. (HLA), shall provide professional engineering, and surveying services for the Third Street Water Main Replacement project (PROJECT). HLA services shall include:

**PHASE 1 – PROJECT ADMINISTRATION**

- A. If applicable, assist CITY with financial and construction management requirements of funding agency.
- B. Assist the CITY with securing approval of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT.
- C. Monitor the Contractor's compliance with State and Federal labor standards.
- D. If applicable, assist CITY with funding agency reimbursement process.
- E. If applicable, assist CITY with funding agency project closeout process.
- F. If applicable, assist CITY with completion of the federal audit process.

**PHASE 2 – ENVIRONMENTAL COMPLIANCE**

- A. Assist CITY with State Environmental Review Process (SERP) requirements, including preparation of a SEPA checklist for transmittal to lead agency for review and action. Prepare an Archaeological Resource Survey if required, for review by controlling authority. An Environmental Impact Statement (EIS) is not anticipated to be required for this PROJECT. Should it be determined that an EIS must be prepared, it will be added as a separate and additional phase of work.

**PHASE 3 – ENGINEERING DESIGN AND FINAL PLANS, SPECIFICATIONS, AND ESTIMATE**

- A. Perform field investigations necessary to design the identified improvements.
- B. Conduct a topographic survey of the project area as required to complete design, plans, and specifications for publicly bid improvements.
- C. Prepare preliminary design plans and specifications for transmittal to the Department of Health (DOH) for review and approval, if required.

- D. Review and discuss preliminary plans with CITY staff.
- E. Prepare final design, and complete plans and specifications for publicly-bid improvements, as authorized by the CITY.
- F. Prepare the Engineer's Estimate of construction cost.
- G. Furnish forty (40) copies of the final plans and specifications for bidding and construction. It is anticipated the ENGINEER will prepare one (1) complete set of Plans and Specifications for one bid call; additional bid packages will be considered additional services.
- H. Send advertisement for bids to the Paper of Record and other papers selected by the CITY. CITY shall pay all advertisement fees.
- I. Answer and supply such information as is requested by prospective bidders.
- J. Prepare and issue addenda, if necessary.
- K. Attend bid opening and participate in the prospective bidder evaluation process.
- L. Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- M. Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

#### PHASE 4 – SERVICES DURING CONSTRUCTION

- A. Furnish the field survey crew necessary to set horizontal and vertical control for the improvements authorized for construction.
- B. Furnish a qualified resident engineer who shall make construction observations and be on the job site at all times that significant work is in progress, whose duty shall be to provide surveillance of project construction for substantial compliance with plans and specifications.
- C. Prepare and file progress reports on the PROJECT with the CITY and provide monthly progress estimates to the CITY.
- D. Consult and advise the CITY during construction and make a final report of the completed work.
- E. The CITY is required to monitor the Contractor's payment of prevailing wage rates. As part of construction services, HLA will monitor General Contractor and Subcontractor compliance with State labor standards during the construction phase of this project. This work includes checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.
- F. Review Contractor's submission of samples and shop drawings, where applicable.
- G. Recommend progress payments for the Contractor to the CITY.
- H. Prepare and submit proposed contract change orders when applicable.
- I. Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the resident engineer and Contractor. If as-built drawings from the Contractor are not received by HLA within thirty (30) calendar days from the date of the letter of recommendation of project acceptance, HLA will submit the reproducible record drawings to the CITY with a note stating that no as-built information was received by HLA.
- J. Participate in the 11th month warranty inspection and make recommendations to Contractor for warranty work that needs to be addressed.

## PHASE 5 – ADDITIONAL SERVICES

- A. Provide professional engineering and surveying services for additional work requested by the CITY that is not included in Phases 1 through 4.

## ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY

The CITY will provide or perform the following:

- A. Provide full information as to CITY requirements of the PROJECT.
- B. Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- C. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Pay for project bid advertisement costs.

## **TIME OF PERFORMANCE:**

The services called for under the various phases of this Agreement shall be completed as follows:

### PHASE 1 – PROJECT ADMINISTRATION

Project administration services shall begin immediately upon notice of authorization to proceed and continue until all funding and labor compliance closeout requirements for the PROJECT have been satisfied.

### PHASE 2 – ENVIRONMENTAL COMPLIANCE

Environmental and cultural resource review and compliance information shall be prepared and submitted to the controlling authority/authorities within 90 calendar days after the date of authorization to proceed.

### PHASE 3 – ENGINEERING DESIGN AND FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

Project reports, plans, specifications, and estimates for all project elements shall be provided within 180 calendar days after the date of authorization to proceed.

### PHASE 4 – SERVICES DURING CONSTRUCTION

Engineering services during construction for the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings and labor documentation closeout. A maximum of 45 working days has been assumed for the construction of improvements. Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond the 45 working days shall be considered additional services.

PHASE 5 – ADDITIONAL SERVICES

Time of completion for work directed by the CITY under additional services shall be negotiated and mutually agreed to at the time of service request by the CITY.

**FEE FOR SERVICE:**

For the services furnished by HLA as described under this Agreement, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

PHASE 1 – PROJECT ADMINISTRATION

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement plus reimbursement for non-salary expenses with an estimated amount of \$10,000.00.

PHASE 2 – ENVIRONMENTAL COMPLIANCE

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement plus reimbursement for non-salary expenses with an estimated amount of \$10,000.00.

PHASE 3 – ENGINEERING DESIGN AND FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

All work for this phase shall be performed for the lump sum fee of \$65,700.00.

PHASE 4 – SERVICES DURING CONSTRUCTION

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement plus reimbursement for non-salary expenses with an estimated amount of \$71,500.00.

PHASE 5 – ADDITIONAL SERVICES

Any additional work requested by the CITY that is not included in Phases 1 through 4 shall be authorized by the CITY and agreed to by HLA in writing prior to proceeding with the services. HLA shall perform the additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out of town travel costs, and outside engineers.

**Proposed:** Jeffrey T. Louman 12/3/13  
Hybregtse, Louman Associates, Inc. Date  
Jeffrey T. Louman, PE, President

**Approved:** \_\_\_\_\_ Date \_\_\_\_\_  
City of Selah  
John Gawlik, Mayor



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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014      M – 3**

**Title:** Resolution Authorizing the Mayor to Sign the Local Agency Agreement with the Washington State Department of Transportation – Purchase of PM10 Compliant Street Sweeper

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** \$254,335

**Funding Source:** Street Fund 111

**Staff Recommendation:**

The Local Agency Agreement is required by WSDOT on road projects to outline the terms and conditions the local agency must comply with on the purchase of PM10 Complaint Street Sweeper.

**Background / Findings & Facts:**

This is a continuation of the process to obtain funding for the above project.

**Recommended Motion:**

To approve

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

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE LOCAL AGENCY  
AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION – PURCHASE OF PM10 COMPLAINT STREET SWEEPER

WHEREAS, the City of Selah wishes to utilize Federal funds to purchase a PM10 Complaint Street Sweeper;

WHEREAS, the Washington State Department of Transportation (WSDOT) oversees these Federal funds, and

WHEREAS, the Local Agency Agreement Supplement authorizes WSDOT to obligate Funds to the City of Selah to which the City of Selah agrees to comply with the terms and conditions contained in the attached agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor is authorized to sign the Local Agency Agreement for the Purchase of PM10 Complaint Street Sweeper.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON  
this 14<sup>th</sup> day of January, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

# Local Agency Agreement

**Agency** City of Selah  
**Address** 222 South Rushmore Road  
Selah, WA 98942

**CFDA No. 20.205**  
 (Catalog of Federal Domestic Assistance)  
**Project No.** \_\_\_\_\_  
**Agreement No.** \_\_\_\_\_  
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR 225, (4) Office of Management and Budget Circulars A-102, and A-133, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

## Project Description

Name Purchase PM10 Complaint Street Sweeper Length N/A

Termini N/A

## Description of Work

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
<b>PE</b>			
86.5 % a. Agency	254,335.00	34,335.00	220,000.00
b. Other			
c. Other			
Federal Aid Participation Ratio for PE d. State			
e. Total PE Cost Estimate (a+b+c+d)	254,335.00	34,335.00	220,000.00
<b>Right of Way</b>			
% f. Agency			
g. Other			
h. Other			
Federal Aid Participation Ratio for RW i. State			
j. Total RW Cost Estimate (f+g+h+i)			
<b>Construction</b>			
k. Contract			
l. Other			
m. Other			
n. Other			
% o. Agency			
Federal Aid Participation Ratio for CN p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+j+q)	254,335.00	34,335.00	220,000.00

**Agency Official**

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 \_\_\_\_\_

**Washington State Department of Transportation**

By \_\_\_\_\_  
 Director of Highways and Local Programs  
 Date Executed \_\_\_\_\_

**Construction Method of Financing** (Check Method Selected)

**State Ad and Award**

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

**Local Force or Local Ad and Award**

- Method C - Agency cost incurred with partial reimbursement  
 The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on \_\_\_\_\_ January, 14 \_\_\_\_\_, 2014 \_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_

**Provisions**

**I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

**II. Delegation of Authority**

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

**III. Project Administration**

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

**IV. Availability of Records**

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

**V. Compliance with Provisions**

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

**VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR 225 and Office of Management and Budget circulars A-102 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Government, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

### **1. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency’s share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency’s share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

## **VII. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant’s records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency’s files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

## **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

## **IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State’s billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Director of Highways and Local Programs.

## **X. Traffic Control, Signing, Marking, and Roadway Maintenance**

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

## **XI. Indemnity**

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency’s execution,

performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

## **XII. Nondiscrimination Provision**

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

## **XIII. Liquidated Damages**

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

## **XIV. Termination for Public Convenience**

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

## **XV. Venue for Claims and/or Causes of Action**

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

## **XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **Additional Provisions**



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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014      M – 4**

**Title:** Resolution Authorizing the Mayor to Sign the Local Agency Federal Aid Project Prospectus with the Washington State Department of Transportation – Purchase of PM10 Compliant Street Sweeper

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** \$254,335

**Funding Source:** Street Fund 111

**Staff Recommendation:**

The Local Agency Federal Aid Project Prospectus is required by WSDOT on road projects to outline the terms and conditions the local agency must comply with on the purchase of PM10 Complaint Street Sweeper.

**Background / Findings & Facts:**

This is a continuation of the process to obtain funding for the above project.

**Recommended Motion:**

To approve

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

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE LOCAL AGENCY  
FEDERAL AID PROJECT PROSPECTUS WITH THE WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION – PURCHASE OF PM10 COMPLAINT  
STREET SWEEPER

WHEREAS, the City of Selah wishes to utilize Federal funds to purchase a PM10 Complaint Street Sweeper;

WHEREAS, the Washington State Department of Transportation (WSDOT) oversees these Federal funds, and

WHEREAS, the Local Agency Agreement Supplement authorizes WSDOT to obligate Funds to the City of Selah to which the City of Selah agrees to comply with the terms and conditions contained in the attached agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor is authorized to sign the Local Agency Federal Aid Project Prospectus for the Purchase of PM10 Complaint Street Sweeper.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14<sup>th</sup>. day of January, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

	Prefix	Route	( )
Federal Aid Project Number	CM	1155	
Local Agency Project Number			(WSDOT Use Only)

Date	1/14/2014
Central Contractor Registration Exp.Date	
Federal Employer Tax ID Number	91-60001501

Agency City of Selah	Federal Program Title <input type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Purchase PM 10 Complaint Street Sweeper	Start Latitude N46.65044	Start Longitude W120.51982	
	End Latitude N	End Longitude W	
Project Termini From - To 222 South Rushmore Road	Nearest City Name Selah	Project Zip Code 98942	
From: To:	Length of Project	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others	City Number 1155	County Number 39	County Name Yakima
			WSDOT Region South Central Region
Congressional District 4	Legislative Districts 15	Urban Area Number 5	TMA / MPO / RTPO YVCOG

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$354,335	\$34,335	\$220,000	1	2014
R/W					
Const.					
Total	\$354,335	\$34,335	\$220,000		

Description of Existing Facility (Existing Design and Present Condition)	
Roadway Width	Number of Lanes
Existing Street Sweeper is a 2003 Elgin	

Description of Proposed Work
Description of Proposed Work (Attach additional sheet(s) if necessary) To purchase a new street sweeper from the state procurement office.

Local Agency Contact Person Joe Henne	Title Public Works Director	Phone 509-698-7365
Mailing Address 222 South Rushmore Road	City Selah	State WA
		Zip Code 98942

Project Prospectus Approval	By _____	Approving Authority
	Title Mayor	Date _____

Agency City of Selah	Project Title Purchase PM 10 Complaint Street Sweeper	Date 1/14/2014
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input checked="" type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data		
Description	Through Route	Crossroad
<b>Federal Functional Classification</b>	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Urban <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Rural <input type="checkbox"/> Minor Arterial <input type="checkbox"/> NHS <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Terrain		
Posted Speed		
Design Speed		
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By City of Selah purchase of Street Sweeper	Others %	Agency 100 %
Construction Will Be Performed By N/A	Contract %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement  <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorical Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency City of Selah	Project Title Purchase PM 10 Complaint Street Sweeper	Date 1/14/2014
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<b>Right of Way</b>		
<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement  
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project?     Yes     No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Selah

Date \_\_\_\_\_

By \_\_\_\_\_  
 Mayor/Chairperson





**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:
6/11/2013	Resolution establishing July 9, 2013 as the Date to Conduct a Public Hearing to consider the Six Year Transportation Improvement Program for the Years 2014 to 2019
7/9/2013	Public Hearing to Consider the Resolution Adopting the Six Year Transportation Improvement Program for the Years 2014 to 2019
7/9/2013	Resolution Adopting the Six Year Transportation Improvement Program for Secondary and Collector Arterial Streets within the City of Selah for the Years 2014 to 2019
7/9/2013	Resolution Adopting the Amended Six-Year Transportation Improvement Program for the Years 2013-2018 to Reflect the Funding Status Change to Secure the Purchase of a Clean Air Compliant Street Sweeper and Funding of the Valleyview Avenue to South Third Street to Southern Avenue to South First Street Project

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

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

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

RESOLUTION ADOPTING THE AMENDED SIX-YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM FOR THE YEARS  
2014-2019 TO REFLECT THE PHASE START YEAR OF 2014 FOR  
THE PURCHASE OF A CLEAN AIR COMPLAINT STREET  
SWEEPER

WHEREAS, the City Council of the City of Selah adopted on July 9, 2013 a Six-Year Transportation Improvement Program for the years 2014-2019, and

WHEREAS, that Program has been amended to reflect the change to the Purchase of A Clean Air Compliant Street Sweeper of the phase start year to 2014,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON to adopt the amended Six-Year Transportation Improvement Program for the years 2014-2019 as amended attached hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14<sup>th</sup> day of January, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

# Six Year Transportation Improvement Program From 2014 to 2019

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	R/W Required
00		PURCHASE PM 10 COMPLIANT STREET SWEEPER  n/a to n/a Purchase compliant street sweeper to augment City dust abatement program.	WA-06448	01/14/14	01/14/14	01/14/14		44			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2014	CMAQ	220,000		0	34,335	254,335
<b>Totals</b>				<b>220,000</b>		<b>0</b>	<b>34,335</b>	<b>254,335</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	254,335	0	0	0	0
<b>Totals</b>	<b>254,335</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

	Federal Funds	State Funds	Local Funds	Total Funds
<b>Grand Totals for Selah</b>	<b>220,000</b>	<b>0</b>	<b>34,335</b>	<b>254,335</b>



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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014      M – 6**

**Title:** Resolution Authorizing the Mayor to Sign the Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement (FY 2015 Arterial Preservation Project, Multiple Locations) for the East Goodlander Road Improvements Project

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** None

**Funding Source:** Fund 111 Streets/TIB

**Staff Recommendation:**

To approve the Grant Agreement between the City & TIB

**Background / Findings & Facts:**

Public Works applied for and obtained a grant from TIB in the amount of \$191,970.00 for the road improvements to East Goodlander Road. Attached is the TIB grant agreement for review.

**Recommended Motion:**

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:

8/13/2013

Resolution Authorizing the Mayor to Sign the 2013 Transportation Improvement Board (TIB) Arterial Preservation Program (APP) Funding Application for the East Goodlander Road Grind and Overlay

8/13/2013

Resolution Authorizing the Mayor to Sign the 2013 Transportation Improvement Board (TIB) Urban Arterial Program (UAP) Funding Application for the East Goodlander Road improvements

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# RESOLUTION \_\_\_\_\_

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON  
STATE TRANSPORTATION IMPROVEMENT BOARD (TIB) FUEL TAX  
GRANT AGREEMENT (FY 2015 ARTERIAL PRESERVATION PROJECT,  
MULTIPLE LOCATIONS) FOR THE EAST GOODLANDER ROAD  
IMPROVEMENTS PROJECT

WHEREAS, the City of Selah wishes to sign a Fuel Tax Grant Agreement (FY 2015 Arterial Preservation Project, Multiple Locations) with the Washington State Transportation Improvement Board for East Goodlander Road Improvements, and

WHEREAS, the FY 2015 Arterial Preservation Project Agreement sets the funding limits and the scope of work for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be authorized to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the East Goodlander Road Improvements project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14<sup>th</sup> day of January, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



City of Selah  
3-E-182(002)-1  
FY 2015 Arterial Preservation Project  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Selah  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2015 Arterial Preservation Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Selah, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$191,970 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Signature of Chairman/Mayor                      Date

\_\_\_\_\_  
Executive Director                                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014      M – 7**

**Title:** Resolution Authorizing the Mayor to Approve Task Order 2014-01 between the City of Selah and Huibregtse, Louman Associates, Inc. for Pollutant Reduction Project Funded by Washington State Department of Ecology (DOE)

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** None

**Funding Source:** Washington State Department of Ecology

**Staff Recommendation:**

To approve a Resolution between the City of Selah & Huibregtse, Louman Associates, Inc. for professional engineering and surveying services for the Taylor Ditch Outfall-Pollutant Reduction project. Funded by WSDOE in our 2013-2015 Municipal Stormwater Capacity Grant to reduce street runoff into the Taylor Ditch.

**Background / Findings & Facts:**

This project is funded by WSDOE in our 2013-2015 Municipal Stormwater Capacity Grant to reduce street runoff into the Taylor Ditch.



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



**Recommended Motion:**

To Approve.

**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:

11/12/2013

Resolution Authorizing the Mayor to Sign an Agreement between the City of Selah and Department of Ecology for the FY 2013-15 Stormwater Capacity Grants Project

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

RESOLUTION AUTHORIZING THE MAYOR TO APPROVE TASK ORDER  
2014-01 BETWEEN THE CITY OF SELAH AND HUIBREGTSE, LOUMAN &  
ASSOCIATES INC. FOR POLLUTANT REDUCTION PROJECT FUNDED BY  
WASHINGTON STATE DEPARTMENT OF ECOLOGY (DOE)

WHEREAS, the City of Selah's wishes to reduce street runoff into the Taylor Ditch, and

WHEREAS, the City of Selah desires to enter into an agreement for professional consulting engineering services and surveying services with Huibregtse, Louman Associates, Inc. for the work;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign Task Order No 2014-1 for Engineering Services with Huibregtse Louman & Associates, Inc. for pollutant reduction project funded by DOE.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14<sup>th</sup> day of January, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**TASK ORDER NO. 2014-1**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HUIBREGTSE, LOUMAN ASSOCIATES, INC.

**PROJECT DESCRIPTION:**

**TAYLOR DITCH OUTFALL – POLLUTANT REDUCTION**

**HLA Project No. 14020E**

The City of Selah has received a 2013-2015 Storm Water Capacity Grant from the Washington State Department of Ecology to improve storm water conditions within the City of Selah. The completed Project will reduce discharges to the Taylor Ditch outfall by disconnecting several storm drains that currently flow into the Taylor Ditch storm water system. The Project will include investigation of the current connection points and design of storm water treatment facilities that will eliminate pollutants before they enter the Taylor Ditch piping system.

**SCOPE OF SERVICES:**

At the direction of the City of Selah (CITY), Huibregtse, Louman Associates, Inc. (HLA), shall provide professional engineering, and surveying services for the Taylor Ditch Outfall Pollutant Reduction project (PROJECT). HLA services shall include:

**PHASE 1 – PROJECT ADMINISTRATION**

- A. Assist CITY with contract requirements of funding agency including progress reports.
- B. Assist CITY with funding agency reimbursement process, preparation of payment vouchers and supportive documentation.
- C. Assist CITY with funding agency design-project closeout process.

**PHASE 2 – ENVIRONMENTAL COMPLIANCE**

- A. Assist CITY with State Environmental Review Process (SERP) requirements, including preparation of a SEPA checklist for transmittal to lead agency for review and action.

The following environmental items are not anticipated to be required for this PROJECT:

- 1. JARPA Application
- 2. Hydraulic Project Approval (HPA)
- 3. Corp of Engineers Permit
- 4. Biological Assessment
- 5. Wetland Delineation
- 6. Environmental Impact Statement

Should it be determined any of these items must be prepared, they will be added as a separate and additional phase of work.

- B. Assist the CITY with Cultural Resources Review (Executive Order 05-05).
- C. Prepare General Storm Water Notice of Intent (NOI), where ground disturbance is greater than 1 acre and potential exists for discharge to waters of the State.

### PHASE 3 – PROJECT FORMULATION AND PRE-DESIGN REPORT

- A. Perform field investigations necessary to design the identified improvements.
- B. Conduct a topographic survey of the project area, as required, to complete design, plans, and specifications for publicly bid improvements.
- C. Investigate existing storm drain connections to the existing stormwater mains from adjacent properties.
- D. Prepare Pre-Design Report for transmittal to the Department of Ecology (DOE) for review and approval.

### PHASE 4 – FINAL ENGINEERING DESIGN

- A. Prepare preliminary design plans, specifications, and cost estimate for transmittal to the CITY and DOE.
- B. Review and discuss preliminary plans with CITY staff.
- C. Prepare final design, and complete plans and specifications for publicly-bid improvements, as authorized by the CITY.
- D. Prepare the Engineer's Estimate of construction cost.
- E. Assist the City to provide DOE information necessary to request construction funding.

### PHASE 5 – SERVICES DURING BIDDING

*THE FOLLOWING SERVICES ARE ANTICIPATED TO BE NECESSARY FOR THE PROJECT AND WILL BE ADDED BY ADDENDUM TO THIS AGREEMENT ONCE THE CITY SECURES CONSTRUCTION FUNDING.*

- A. Furnish forty (40) copies of the final plans and specifications for bidding and construction. It is anticipated the ENGINEER will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- B. Send advertisement for bids to the Paper of Record and other papers selected by the CITY. CITY shall pay all advertisement fees.
- C. Answer and supply such information as is requested by prospective bidders.
- D. Prepare and issue addenda, if necessary.
- E. Attend bid opening and participate in the prospective bidder evaluation process.
- F. Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- G. Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

### PHASE 6 – SERVICES DURING CONSTRUCTION

*THE FOLLOWING SERVICES ARE ANTICIPATED TO BE NECESSARY FOR THE PROJECT AND WILL BE ADDED BY ADDENDUM TO THIS AGREEMENT ONCE THE CITY SECURES CONSTRUCTION FUNDING.*

- A. Furnish the field survey crew necessary to set horizontal and vertical control for the improvements authorized for construction.
- B. Furnish a qualified resident engineer who shall make construction observations and be on the job site at all times that significant work is in progress, whose duty shall be to provide surveillance of project construction for substantial compliance with plans and specifications.
- C. Prepare and file progress reports on the PROJECT with the CITY and provide monthly progress estimates to the CITY.
- D. Consult and advise the CITY during construction and make a final report of the completed work.
- E. The CITY is required to monitor the Contractor's payment of prevailing wage rates. As part of construction services, HLA will monitor General Contractor and Subcontractor compliance with State labor standards during the construction phase of this project. This work includes checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.
- F. Review Contractor's submission of samples and shop drawings, where applicable.
- G. Recommend progress payments for the Contractor to the CITY.
- H. Prepare and submit proposed contract change orders when applicable.
- I. Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the resident engineer and Contractor. If as-built drawings from the Contractor are not received by HLA within thirty (30) calendar days from the date of the letter of recommendation of project acceptance, HLA will submit the reproducible record drawings to the CITY with a note stating that no as-built information was received by HLA.
- J. Participate in the 11th month warranty inspection and make recommendations to Contractor for warranty work that needs to be addressed.

#### PHASE 7 – ADDITIONAL SERVICES

- A. Provide professional engineering and surveying services for additional work requested by the CITY that is not included in Phases 1 through 5.

#### ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY

The CITY will provide or perform the following:

- A. Provide full information as to CITY requirements of the PROJECT.
- B. Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- C. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Pay for project bid advertisement costs.

## **TIME OF PERFORMANCE:**

The services called for under the various phases of this Agreement shall be completed as follows:

### PHASE 1 – PROJECT ADMINISTRATION

Project administration services shall begin immediately upon notice of authorization to proceed and continue until all design funding close-out requirements for the PROJECT have been satisfied.

### PHASE 2 – ENVIRONMENTAL COMPLIANCE

Environmental and cultural resource review and compliance information shall be prepared and submitted to the controlling authority/authorities within 90 calendar days after the date of authorization to proceed.

### PHASE 3 – PROJECT FORMULATION AND PRE-DESIGN REPORT

The DOE Pre-Design Report will be provided by January 31, 2014.

### PHASE 4 – FINAL ENGINEERING DESIGN

Project reports, plans, specifications, and estimates for all project elements shall be provided within 180 calendar days after the date of authorization to proceed (anticipated August 1, 2014).

### PHASE 5 – SERVICES DURING BIDDING

*THE FOLLOWING SERVICES ARE ANTICIPATED TO BE NECESSARY FOR THE PROJECT AND WILL BE ADDED BY ADDENDUM TO THIS AGREEMENT ONCE THE CITY SECURES CONSTRUCTION FUNDING.*

Engineering services during bidding for the PROJECT shall begin upon notification of secured construction funding, contract addendum for services, and notification to proceed by the CITY.

### PHASE 6 – SERVICES DURING CONSTRUCTION

*THE FOLLOWING SERVICES ARE ANTICIPATED TO BE NECESSARY FOR THE PROJECT AND WILL BE ADDED BY ADDENDUM TO THIS AGREEMENT ONCE THE CITY SECURES CONSTRUCTION FUNDING.*

Engineering services during construction for the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings and labor documentation closeout. A maximum of 45 working days has been assumed for the construction of improvements. Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond the 45 working days shall be considered additional services.

### PHASE 7 – ADDITIONAL SERVICES

Time of completion for work directed by the CITY under additional services shall be negotiated and mutually agreed to at the time of service request by the CITY.

## **FEE FOR SERVICE:**

For the services furnished by HLA as described under this Agreement, the CITY agrees to pay HLA \$125,000 at the fees set forth herein and as further outlined below. The amounts listed below may be revised only by written agreement of both parties.

PHASE 1 – PROJECT ADMINISTRATION

HLA shall perform the work for this phase on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non salary expenses such as laboratory testing, reproduction expenses, out of town travel costs, and outside engineers, with a maximum amount not to exceed \$5,000.00.

PHASE 2 – ENVIRONMENTAL COMPLIANCE

HLA shall perform the work for this phase on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non salary expenses such as laboratory testing, reproduction expenses, out of town travel costs, and outside engineers, with a maximum amount not to exceed \$10,000.00.

PHASE 3 – PROJECT FORMULATION AND PRE-DESIGN REPORT

All work for this phase shall be performed for the lump sum fee of \$20,000.00.

PHASE 4 – FINAL ENGINEERING DESIGN

All work for this phase shall be performed for an estimated lump sum fee of \$90,000.00. This amount may be adjusted based on the scope of the improvements determined in Phase 3.

PHASE 5 – SERVICES DURING BIDDING

*To be added at a later date by contract addendum following secured construction funding.*

PHASE 6 – SERVICES DURING CONSTRUCTION

*To be added at a later date by contract addendum following secured construction funding.*

PHASE 7 – ADDITIONAL SERVICES

Any additional work requested by the CITY that is not included in Phases 1 through 3 shall be authorized by the CITY and agreed to by HLA in writing prior to proceeding with the services. HLA shall perform the additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out of town travel costs, and outside engineers.

**Proposed:**

  
\_\_\_\_\_  
Huibregtse, Louman Associates, Inc.  
Jeffrey T. Louman, PE, President

  
\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
City of Selah  
John Gawliik, Mayor

\_\_\_\_\_  
Date



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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014      M – 8**

**Title:** Resolution authorizing the Mayor to sign a Public Sector Service Contract with the Yakima County Development Association

**Thru:** David Kelly, City Administrator

**From:** David Kelly, City Administrator

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** \$1,650.00 annually; \$8,250 over a five year span

**Funding Source:** Fund 001

**Staff Recommendation:**

Approval of the contract

**Background / Findings & Facts:**

The City utilizes the services of the Yakima County Development Association for various community development projects and the contract is up for renewal in 2014.

**Recommended Motion:**

Approve the Resolution and authorize the Mayor to sign the contract with the Yakima County Development Association



**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:

9/9/2008

Resolution Authorizing the Mayor To Sign the Contract between the City of Selah and the Yakima County Development Association for a Public Sector Services Contract

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

**A RESOLUTION authorizing the Mayor to sign a Public Sector Service  
Contract with the Yakima County Development Association**

**WHEREAS**, the Yakima County Development Association (YCDA) is a Washington private non-profit corporation that assists business, government, labor, and educational institutions in planning, developing, and implementing community economic development programs;

**WHEREAS**, YCDA's staff possesses skill, experience and expertise in community economic development;

**WHEREAS**, the City wishes to utilize the skill, experience, and expertise of YCDA to perform those services for the City;

**WHEREAS**, the City, therefore, wishes to exercise authority granted under RCW 35.21.703 to contract with the YCDA to provide economic development assistance to the City;

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

The Mayor is authorized to sign a Public Sector Service Contract with the Yakima County Development Association.

**PASSED** this 14<sup>th</sup> day of January, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**YAKIMA COUNTY DEVELOPMENT ASSOCIATION  
PUBLIC SECTOR SERVICE CONTRACT**

**CONTRACTOR:** City of Selah  
**CONTRACT PERIOD:** January 1, 2014 to December 31, 2018

**THIS CONTRACT** is entered into by the City of Selah ("the City") and the Yakima County Development Association ("YCDA"), a Washington non-profit corporation.

**WHEREAS**, YCDA is a Washington private non-profit corporation representing a coalition of business, government, labor, and education leadership dedicated to planning, developing, and implementing community economic development programs; and

**WHEREAS**, economic development programs are coordinated public and private actions which aid in enhancing a community's quality of life and bringing its citizens into the economic mainstream by planning and building local economic capacity such as: an effective education and training system; sound transportation and physical infrastructure; attractive diverse private and public investments; and competitive and skilled work force; and

**WHEREAS**, YCDA staff possesses valuable skill, experience and expertise in community economic development ; and

**WHEREAS**, YCDA has been involved in many significant investment decisions in the Selah area and Yakima County; and

**WHEREAS**, The City wishes to utilize the skill, experience, and expertise of YCDA rather than attempting to perform the same services at greater expense; and

**WHEREAS**, The City wishes to exercise authority granted under RCW 35.21.703 by contracting with YCDA to provide economic development assistance to the City; and

**WHEREAS**, The City desires to have certain services performed by YCDA as described within this Contract;

**THEREFORE**, in consideration of payment, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree to the following:

**I. SCOPE OF SERVICES**

The City desires to continue utilizing services provided by YCDA. The City recognizes that, because of the nature of a private economy, YCDA shall provide economic development programming for the entire Yakima County area and not exclusively for the City of Selah area. The City understands that it will receive economic development benefits from YCDA's efforts within Yakima County because the City is an economic focal point within the County. Such benefits to the City include a more diversified economic base, additional employment opportunities and greater prosperity. The

economic development program shall consist of an annual program of work drafted by the YCDA Board of Directors.

YCDA shall maintain a professional staff to carry out an economic development program in Yakima County. During the term of this Contract, YCDA will dedicate its best efforts to carry out such program.

As additional consideration, beyond its general mission of economic development in Yakima County, YCDA shall dedicate its professional and support staff to specific objectives to be mutually updated and agreed on an annual basis. As objectives for the 2009 calendar year YCDA shall:

- A. Market the City of Selah and Yakima County as a location for new business investment. Maintain accurate information about the City's costs and opportunities as they relate to new business development. Maintain confidentiality for business clients evaluating sites or facilities within the region.
- B. Work cooperatively with developers, realtors, land owners and other parties within the Selah area to maintain up-to-date information about sites and facilities that can meet the needs of new or existing businesses.
- C. Conduct yearly visits with Selah-based manufacturers as part of YCDA's business retention efforts. Provide appropriate follow-up assistance to local businesses based on needs identified during the survey interviews.
- D. Provide the City of Selah with a yearly report on the status of YCDA efforts and accomplishments as well as local economic trends and issues.
- E. Support the City's efforts to prepare commercial and industrial sites and facilities through grant applications to local, state or federal infrastructure financing programs.
- F. Advise the City, when requested, regarding commercial or industrial sector needs relative to the preparation of land use designation and urban development policies.
- G. Advise the City, when requested, on ways to mitigate development impacts from proposed manufacturing or commercial expansion projects.
- H. Advise the City, when requested, regarding public service planning for commercial and light industrial areas, including comments on streets, water, sewer, and other public facilities.

## **II. DURATION OF CONTRACT**

This Contract shall commence on January 1, 2014 and shall terminate on December 31, 2014, but may be renewed annually through December 31, 2018, subject to performance review and evaluation conducted by the City during the yearly budget review process.

### **III. COMPENSATION, METHOD OF PAYMENT, REPORTING**

YCDA shall receive payment for services as specified in this Contract in the total amount of Eight thousand two hundred and fifty dollars (\$8,250), which amount shall be paid to YCDA in payments of one thousand dollars (\$1650), with the payment due on July 1<sup>st</sup>. In the following years, payment shall be made to YCDA on July 1<sup>st</sup>, provided that this contract is renewed and compensation for services is authorized in the City's yearly budget based the annual performance review and evaluation.

YCDA shall provide monthly update reports and an annual report, which will be delivered by March 31st of the next year. Such reports shall contain a description of current initiative and accomplishments under the applicable scope of services provision of the Contract. Each annual report shall indicate the amount of new investment, retention of investment, and new jobs within Yakima County which affect economic development of the City.

### **IV. INTERNAL CONTROL AND ACCOUNTING SYSTEM**

YCDA shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and government accounting and financial reporting standards.

### **V. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

YCDA shall maintain accounts and records, including personnel, property, financial, and program records, and such other records as the City may deem necessary, to ensure proper accounting for all project funds and compliance with this Contract.

### **VI. AUDITS AND INSPECTIONS**

A. Records and documents pertaining to all matters covered by this Contract shall be subject at all times to inspections, review, or audit by the City and/or federal/state officials so authorized, including but not limited to, the Washington State Examiner.

B. YCDA shall have its annual financial statement audited by an independent certified public accountant. Copies of any such audit or review performed by an independent certified public accountant shall be provided to the City upon request.

C. YCDA shall provide access of facilities to the City, the state and/or federal agencies or officials at reasonable times to monitor and evaluate the services provided under the Contract. The City will give advance notice to YCDA in the case of fiscal audits to be conducted by the City.

### **VII. REVIEW AND EVALUATION**

YCDA agrees to cooperate with the City or its agent in the City's annual review and evaluation of YCDA's performance under this Contract and to make available all information reasonably required by any such evaluation process.

## **VIII. TERMINATION**

This Contract may be terminated without cause prior to the date specified above in Section II, by either party providing the other party thirty (30) days written notice of the termination. In the event of termination, the amount of compensation shall be prorated monthly to the nearest full month of service.

## **IX. INSURANCE AND INDEMNIFICATION**

YCDA shall procure and maintain at its own expense for the duration of this Contract insurance against injury to persons or damage to property or rights which may arise from, or in connection with the performance of work hereunder by YCDA, its agents, representatives, employees.

YCDA shall defend, indemnify, and hold the City of Selah, its officers, employees, and agents, harmless from any and all liability arising out of the performance of this Contract.

## **X. NONDISCRIMINATION**

During the performance of this Contract, YCDA shall not discriminate on the basis of race, color, sex, religion, nationality, creed, sexual orientation, marital status, age, or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.

## **XI. CONFLICT OF INTEREST**

YCDA covenants that no officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract.

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

## **XII. NOTICES**

Whenever this Contract provides for notice to be provided by one party or another, such notices shall be in writing and directed to the chief executive officer of YCDA, P.O. Box 1387, Yakima, WA, 98907, or the City Supervisor for Selah, 115 West Naches, Selah, Washington, 98942. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

**III. CHANGES**

Either party may request changes to this Contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Contract.

**XIV. PROHIBITED ACTS**

YCDA shall use all consideration provided under this Contract solely to pay for labor, equipment, materials, and overhead in its operations. It shall not use such consideration as loans, grants, or gifts to public or private entities for any purpose whatsoever nor shall such consideration be used for the purpose of promotional hosting. Violation of the provision of this section shall be cause of immediate termination of this Contract and YCDA shall repay to the City any funds transferred in violation of this section.

**XV. WHOLE AGREEMENT**

This Contract constitutes the whole and entire agreement between the parties.

**XVI. ASSIGNMENT**

YCDA shall not assign any of its duties under this Contract without the prior written consent of the City.

**XVII. SEVERABILITY**

In the event any portion of this Contract is found to be invalid, it is the intent of the parties to enforce the remainder of the Contract.

**CITY OF SELAH**

**YAKIMA COUNTY  
DEVELOPMENT ASSOCIATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
City Clerk



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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014      N – 1**

**Title:** Ordinance Amending the 2014 Budget for Fund 309 Marudo Property Acquisition

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** \$ 1,190

**Funding Source:** F301 Capital Improvement

**Staff Recommendation:**

Approve Ordinance.

**Background / Findings & Facts:**

To amend the 2014 budget for a transfer from fund 301 Capital Improvement to fund 309 2002 Marudo Property Acquisition to eliminate a negative fund balance in fund 309 brought forward at the end of 2012.

**Recommended Motion:**

I move to approve the Ordinance amending the 2014 budget for a transfer of \$ 1,190 from fund 301 into fund 309.

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

AN ORDINANCE AMENDING THE 2014 BUDGET FOR FUND 309 MARUDO PROPERTY ACQUISITION

WHEREAS, the City desires to approve a transfer-in to fund 309 2002 Marudo Property Acquisition to eliminate a negative fund balance;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2014 Budget as follows:

309 2002 Marudo Property Acquisition

309.000.019.308.80.00.00	Beg. Unreserved Fund Balance	\$	(1,190)
309000.098.397.00.00.00	Operating Transfers-In		1,190
<u>301 Capital Improv.</u>			
301.000.097.597.00.01.00	Operating Transfers-Out – F309 Marudo	\$	1,190
301.000.008.508.80.00.00	New Ending Unreserved Fund Balance	\$	75,010

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14<sup>th</sup> day of January 2014.

\_\_\_\_\_  
John J. Gawlik, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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



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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014      N – 2**

**Title:** Ordinance Adopting the 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2013 – 1 (Tree Top, Incorporated as recommended by the City of Selah Planning Commission)

**Thru:** David Kelly, City Administrator

**From:** Dennis Davison, Community Planner

**Action Requested:** Approval

**Board/Commission Recommendation:** Approval

**Fiscal Impact:** None

**Funding Source:** None

**Staff Recommendation:**

Adopt Planning Commission Conclusions, Findings of Fact and Recommendation of Approval and adopt Comprehensive Plan Amendment 2013-1, Tree Top, Incorporated

**Background / Findings & Facts:**

Tree Top, Incorporated has requested amendment 2013-1 to the 2005 Selah Urban Growth Area Comprehensive Plan Amendment designating 2.03± acres Industrial rather than Commercial to construct an apple pre-sort facility.

**Recommended Motion:**

I move we APPROVE the Comprehensive Plan Amendment and adopt the Planning Commission Conclusions and Findings of Fact as our own.



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



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

Date:	Action Taken:
12/12/2013	Planning Commission public hearing to consider Plan Amendment 2013-1

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

**AN ORDINANCE ADOPTING THE 2005 SELAH URBAN GROWTH AREA  
COMPREHENSIVE PLAN AMENDMENT 2013-1 (TREE TOP, INCORPORATED AS  
RECOMMENDED BY THE CITY OF SELAH PLANNING COMMISSION**

WHEREAS, the City of Selah City Council adopted the City of Selah 2005 Urban Growth Area Comprehensive Plan by Ordinance # 1679, March 14, 2006, and

WHEREAS, the City of Selah Planning Commission considered plan amendment 2013-1 at a duly advertised public hearing on December 12, 2013, where testimony was taken from those persons present who wished to be heard, and

WHEREAS, the City of Selah Planning Commission has adopted Findings and Conclusions recommending approval of the 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2013-1 and

WHEREAS, the City of Selah City Council considered plan amendment 2013-1 at a public meeting on January 14, 2014, where public comments were taken from those persons present who wished to be heard, and the Council has reviewed the Commission's recommendation of approval and the minutes of the December 12, 2013 public hearing, and all exhibits, documents and correspondence pertaining to the proposed amendment;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, ADOPTS PLAN AMENDMENT 2013-1 TO THE 2005 SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN AND ADOPTS THE CITY OF SELAH PLANNING COMMISSION FINDINGS AND CONCLUSIONS AS ITS OWN.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, THIS 14<sup>th</sup> DAY OF JANUARY 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Bob Noe, City Attorney

Ordinance No. \_\_\_\_\_



**CITY OF SELAH**  
**PLANNING COMMISSION**  
**AGENDA ITEM SUMMARY**



AGENDA ITEM NO.	AIS NO.
<b>AGENDA ITEM TITLE: SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN AMENDMENT 2013-1 AND OFFICIAL ZONING MAP AMENDMENT 914.67.13-01 (Tree Top, Incorporated)</b>	
Original Agenda Date: December 12, 2013	
Sponsor Name(s) and Title(s): Dennis Davison, Community Planner	
Time Line:	
Purpose of Item and Objective of Sponsor: Public Hearing to consider the following: (1) Amendment of the 2005 Comprehensive Plan Future Land Use Map designating property Industrial (2) Amendment of the official zoning map designating property Industrial (M-1)	
Action Requested: Conduct public hearing, formulate and adopt a recommendation to submit to the Selah City Council.	
Staff Recommendation(s): APPROVAL	
<b>ATTACHED ARE THE FOLLOWING ITEMS FOR PLANNING COMMISSION CONSIDERATION</b>	
Date	Action Taken
1-3	Staff Report
4	Vicinity, Comprehensive Plan Amendment and Zoning Map Amendment
5	Proposed Apple Pre-Sorting Facility
6-7	Comprehensive Plan Amendment Draft Findings and Conclusions
8-9	Zoning Map Amendment Draft Findings and Conclusions
Changes in Action:	

# CITY OF SELAH PLANNING COMMISSION

**STAFF REPORT—December 5, 2013**  
**HEARING DATE—December 12, 2013**

**FILE NO.:** UGA 2013-1—Comprehensive Plan Amendment  
914.67.13-01---Tree Top, Inc. rezone  
971.67.13-03---Tree Top, Inc. Environmental Review

**PROPOSAL:** ① Re-designate 2.03± acres from Commercial to Industrial and ② Rezone the property Industrial (M-1).

**PROPONENT:** Tree Top, Inc. 220 East Second Avenue, Selah, WA. Tom Stokes, CEO

**APPLICATION AUTHORITY:** ① Selah Municipal Code, Chapter 21.03.040(1)  
Comprehensive Plan Amendments

② Selah Municipal Code, Chapter 10.40.040 (Rezoning involving Comprehensive Plan Amendments)

**LOCATION:** The project site is located immediately South of East Naches Avenue approximately 100 feet East of Jim Clements Way. (Yakima County Taxation Parcel Numbers: 181436-33006, -33007, -33044 and 34019).

## **LAND USE AND ZONING:**

**SITE:** The site, presently zoned General Business (B-2), contains a mixture of land uses, (i.e.) bin storage, two residences and Power Clean Systems.

### **SURROUNDING LAND USE:**

**North** A mixture of land uses, (i.e.) commercial business, residences and mini-storage.

**South** Tree Top, Inc.

**East** Tree Top, Inc. and Yakama Juice.

**West** Sweet Beez Restaurant and US Bank.

### **SURROUNDING COMPREHENSIVE PLAN DESIGNATION AND ZONING:**

There is a mixture of comprehensive plan and zoning designations in the vicinity.

North: Designated Commercial and zoned General Business (B-2)

South: Designated Industrial and zoned Industrial (M-1)

East: Designated Industrial and zoned Industrial (M-1).

West: Designated Commercial and zoned General Business (B-2)

**CITY OF SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN:** The site is currently designated Commercial on the Future Land Use Map contained in the 2005 Selah Urban Growth Area Comprehensive Plan. This proposal includes both an application to re-designate the site Industrial and to rezone the property Industrial (M-1).

**ENVIRONMENTAL REVIEW:** The City issued a Determination of Nonsignificance (DNS) for public and agency review. The City issued a Final Determination of Nonsignificance (FDNS) at the conclusion of the 14 day comment period.

**UTILITIES:** Typical municipal and public utilities are readily available:

**WATER:** 8” line to the north (E. Naches Ave.) and a 12” line to the east in Railroad Avenue (located in vacated street).

**SEWER:** 8” line to the south (located in vacated alley) and a 12” line to the east in Railroad Avenue. (located in vacated street).

**FIRE HYDRANTS:** Numerous locations in the vicinity. Connected to 8” or 12” distribution lines

First Avenue and Jim Clements Way

First Avenue and Railroad Avenue

Directly North of Naches Ave. across from the site

**TRANSPORTATION:**

**East Naches Avenue** —(designated Local Access)— Asphalt concrete pavement (ACP), curb/gutter, streetlights and sidewalk.

**Jim Clements Way** —(designated a Principal Arterial)— Asphalt concrete pavement (ACP), curb/gutter, streetlights and sidewalk.

**OTHER FINDINGS:**

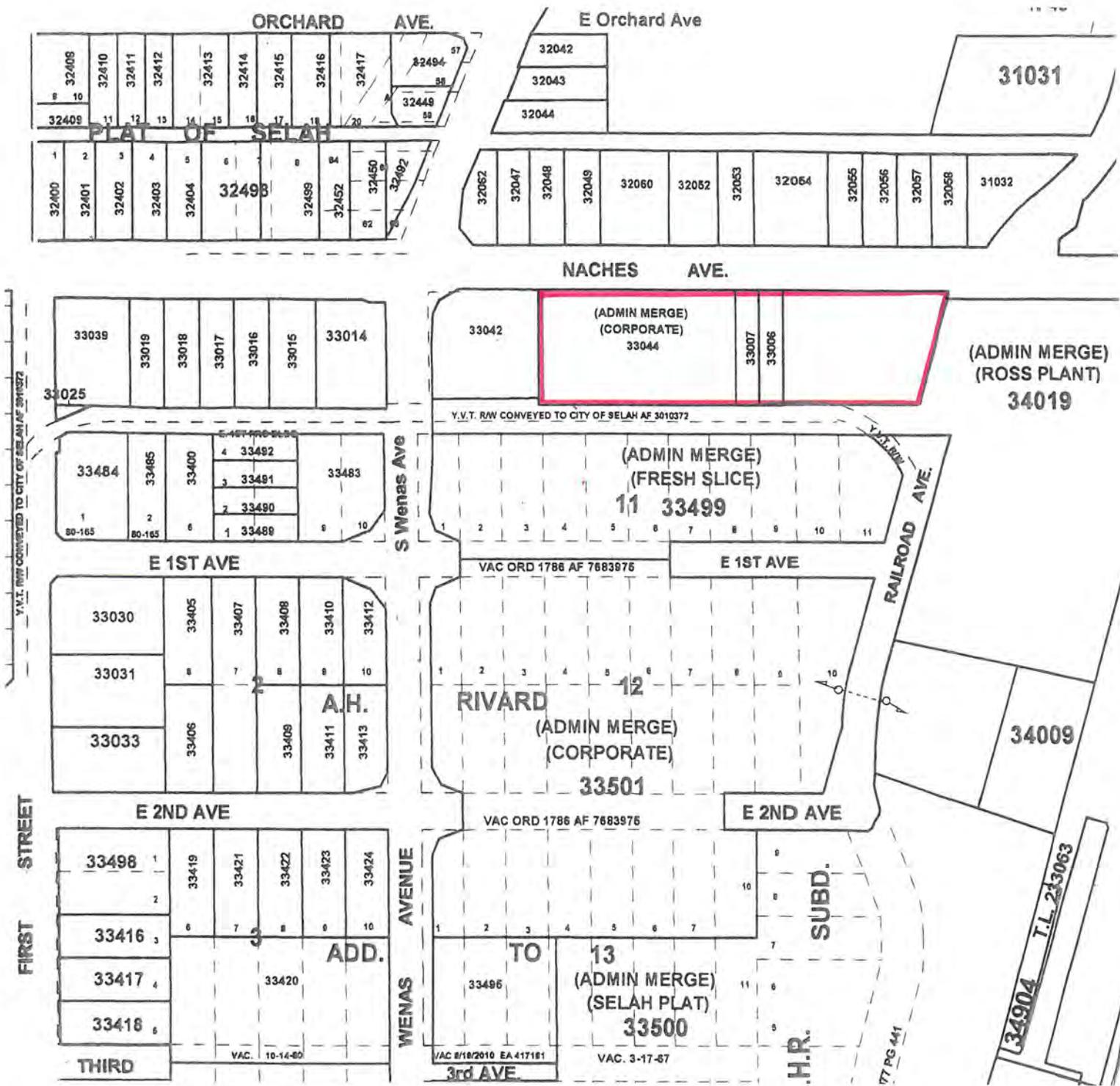
- 1A. The purpose of the Industrial Land Use Designation in the comprehensive plan is to provide areas for the continuance and expansion of existing facilities and the establishment of new industrial uses.
- 1B. The purpose of the Industrial (M-1) zoning classification contained in Selah Municipal Code, Chapter 10.22.010 is to establish and preserve areas for industrial and related uses.
- 2A. The purpose of the Commercial Land Use Designation in the comprehensive plan is to recognize existing commercial uses and provide for their expansion.
- 2B. The purpose of the General Business (B-2) zoning classification contained in Selah Municipal Code, Chapter 10.20.010 is established to provide for the day-to-day convenience shopping and service needs of the community.

3. The property has been a variety of uses for many years.
4. Projected student generation from the proposed rezone is zero.

**STAFF ANALYSIS:**

- a. The site, contiguous with industrially designated and zoned industrial property to the South and East is an appropriate expansion of an existing industrial area. This location adjacent to an existing industrial area provides the justification for designating the property Industrial and the “change in circumstances” (comprehensive plan amendment) provides justification for amending the City of Selah official zoning map.
- b. The proposal Comprehensive Plan and Zoning Map amendments are consistent with surrounding land use and existing zoning designations.

**RECOMMENDATION: APPROVAL OF BOTH** the 2005 UGA Comprehensive Plan Amendment (UGA 2013-01) to Industrial and rezone the properties to Industrial (M-1).



APPLICATION:      ①Selah Comprehensive Plan Amendment #2013-1  
                               ②Rezone to Industrial (M-1) # 914.67.13-01

SUBJECT PROPERTY:     

SCALE:                    ONE INCH EQUALS 200 FEET



**CITY OF SELAH PLANNING COMMISSION  
FINDINGS AND CONCLUSIONS  
CITY OF SELAH URBAN GROWTH AREA COMPREHENSIVE  
PLAN  
UGA PLAN AMENDMENT 2013-1**

**File # UGA PLAN AMENDMENT 2013-1 (Tree Top, Incorporated)**

Members present: **QUINNELL, ROBERTS, and SMITH.**

The City of Selah Planning Commission at a public hearing on December 12, 2013 considered the following proposal:

<p><b>PLAN AMENDMENT 2013-1</b></p> <p><b>TREE TOP, INC.</b></p>	<p>Amend the Future Land Use Map by re-designating four (4) parcels containing 2.03± acre Industrial rather than the existing designation of Commercial.</p> <p><b>Location:</b> Immediately south of East Naches Avenue approximately 100 feet east of Jim Clements Way.</p>
--	---

1. The Planning Commission **ADOPTS** the findings of staff as to the existing use and *Plan* designation of the subject property and adjacent areas as indicated in the staff report.
2. The *Plan* designation of Industrial is **COMPATIBLE** with the use of adjacent lands.
3. The *Plan* designation of Industrial is **COMPATIBLE** with the *Plan* designation of adjacent lands.
4. The *Plan* amendment is **CONSISTENT** with the economic development, urban lands, utilities, transportation, capital facilities, and intergovernmental goals and their supporting policies in the *Plan*.
5. Based on the consideration of the above factors and balancing conflicting goals and policies of the *Plan* the plan amendment to Industrial is **CONSISTENT** with the goals and policies of the *Plan*.
6. The site proposed for Industrial designation in the *Plan* **IS** adequately served by public facilities, such as roads, sewer, water and other public services.



7. The proposed *Plan* amendment **DOES** meet a public need. Public need means that a valid public purpose for which the *Plan* was adopted is served by the proposed *Plan* amendment. Findings addressing public need:
- (a) Additional land **IS** needed for Industrial expansion.
  - (b) Timing **IS** appropriate.
8. Environmental review has been completed on the proposal. There **ARE NO** significant environmental issues that renders the site unsuitable for the Future Land Use Map designation of Industrial.

**Planning Commission Recommendation:**

**APPROVAL** of the *Plan* amendment to Industrial.

MOTION BY: **QUINNEL** SECOND BY: **SMITH** VOTE: **3** to **0**

# CITY OF SELAH PLANNING COMMISSION FINDINGS AND DECISION ZONING MAP AMENDMENT 914.67.13-01

THIS MATTER having come for public hearing before the City of Selah Planning Commission on December 12, 2013 for the purpose of considering the re-classification (rezone) of 2.03± acres of property from General Business (B-2) to Industrial (M-1).

Commission members present at the December 12, 2013 public hearing were QUINNELL, ROBERTS and SMITH.

Legal notification pursuant to Selah Code was given on the 25th day of November, 2013. All persons present were given the opportunity to speak for or against the proposed rezone.

## LAND USE FINDINGS

### Existing Use and Zoning/Optimal Land Use

1. The Planning Commission **ADOPTS** the staff findings and report as to the existing use, zoning and optimal land use designation of the subject and adjacent property.

### Land Use Conditions

2. The proposed rezone is **COMPATIBLE** with the use of adjacent land.
3. The proposed rezone is **COMPATIBLE** with the zoning of adjacent land.
4. The proposed rezone is **COMPATIBLE** with the optimal land use designation contained in the 2005 Urban Growth Area Comprehensive 'Future Land Use Map' (based on recently recommended amendment).

## CHANGED CIRCUMSTANCES

5. The requirement that a rezone be supported by a change in circumstances is dispensed with entirely where a rezone will implement policies of the relevant comprehensive plan. Henderson v Kittitas County. Because this proposal implements a relevant Selah Urban Growth Area Comprehensive amendment there is no need to show a change in circumstances.



## NEED FOR THE PROPOSED REZONE

6. The Planning Commission **FINDS** that within the general geographic area containing the subject property, there is a demonstrated and/or recognized need for additional land to be zoned Industrial (M-1).

## PUBLIC OPINION

7. The property owners was the only owner expressing **APPROVAL** of the proposed rezone. No other persons were present.

8. The majority of persons offering comments were **IN FAVOR OF** the proposed rezone.

## ENVIRONMENTAL REVIEW

9. The Planning Commission finds that environmental review has been completed on the proposal and further finds that such environmental review is **ADEQUATE**.

## OTHER SIGNIFICANT FACTORS

10. The Planning Commission finds these additional significant factors concerning this proposed rezone to be as follows:

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## CONTROLLING FACTORS

The Planning Commission determines that findings numbered **1 through 10** to be the controlling factors in its deliberations on the proposal.

## DECISION

The Planning Commission, based upon the aforementioned findings and controlling factors, finds that the proposed rezone **IS** in furtherance of the public health, safety or a contribution either to the general welfare of the people in the area or at large; therefore, the rezone should be **APPROVED**.

Motion to **APPROVE** by: **SMITH** Seconded: **ROBERTS** Vote: **3** to **0**.

City of Selah  
**Planning Commission Minutes**  
of  
December 12, 2013

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

A. Call to Order

The meeting was called to order by Chairman Roberts at 6:00 p.m.

B. Roll Call:

Members Present: Commissioners Roberts, Smith, and Quinnell  
Members Absent: Pendleton  
Staff Present: Dennis Davison, Community Planner; Diana Turner, Secretary  
Guests: Chris Cary, Tree Top Inc.

C. Agenda Change None

D. Communications

1. Oral -None.

2. Written – E-mail from Joe Henne, Public Works Director

E. Approval of Minutes

Chairman Roberts called for a motion on the minutes of the Planning Commission meeting of April 16, 2013.

Commissioner Smith moved to approve the minutes, Chairman Quinnell seconded. Minutes were approved with voice vote 4/0.

F. Public Hearing

1. Old Business None

2. New Business

a. **SELAH GROWTH AREA COMPREHENSIVE PLAN AMENDMENT 2013-1 AND OFFICIAL ZONING MAP AMENDMENT 914.67.13-01 (TREE TOP INC)**

Chairman Roberts opened the public hearing and asked staff to present their report.

Mr. Davison presented the staff report.

FILE NO.: UGA 2013-1---Comprehensive Plan Amendment  
914.67.13-01---Tree Top, Inc. rezone  
971.67.13-03---Tree Top, Inc. Environmental Review

PROPOSAL: ① Re-designate 2.03± acres from Commercial to Industrial and ② Rezone the property Industrial (M-1).

PROPONENT: Tree Top, Inc. 220 East Second Avenue, Selah, WA. Tom Stokes, CEO

APPLICATION AUTHORITY: ① Selah Municipal Code, Chapter 21.03.040(1) Comprehensive Plan Amendments

© Selah Municipal Code, Chapter 10.40.040 (Rezoning involving Comprehensive Plan Amendments)

**LOCATION:** The project site is located immediately South of East Naches Avenue approximately 100 feet East of Jim Clements Way. (Yakima County Taxation Parcel Numbers: 181436-33006, -33007, -33044 and 34019).

**LAND USE AND ZONING:**

**SITE:** The site, presently zoned General Business (B-2), contains a mixture of land uses, (i.e.) bin storage, two residences and Power Clean Systems.

**SURROUNDING LAND USE:**

**North** A mixture of land uses, (i.e.) commercial business, residences and mini-storage.

**South** Tree Top, Inc.

**East** Tree Top, Inc. and Yakama Juice.

**West** Sweet Beez Restaurant and US Bank.

**SURROUNDING COMPREHENSIVE PLAN DESIGNATION AND ZONING:**

There is a mixture of comprehensive plan and zoning designations in the vicinity.

**North:** Designated Commercial and zoned General Business (B-2)

**South:** Designated Industrial and zoned Industrial (M-1)

**East:** Designated Industrial and zoned Industrial (M-1).

**West:** Designated Commercial and zoned General Business (B-2)

**CITY OF SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN:** The site is currently designated Commercial on the Future Land Use Map contained in the 2005 Selah Urban Growth Area Comprehensive Plan. This proposal includes both an application to re-designate the site Industrial and to rezone the property Industrial (M-1).

**ENVIRONMENTAL REVIEW:** The City issued a Determination of Nonsignificance (DNS) for public and agency review. The City issued a Final Determination of Nonsignificance (FDNS) at the conclusion of the 14 day comment period.

**UTILITIES:** Typical municipal and public utilities are readily available:

**WATER:** 8" line to the north (E. Naches Ave.) and a 12" line to the east in Railroad Avenue (located in vacated street).

**SEWER:** 8" line to the south (located in vacated alley) and a 12" line to the east in Railroad Avenue. (located in vacated street).

**FIRE HYDRANTS:** Numerous locations in the vicinity. Connected to 8" or 12" distribution lines  
First Avenue and Jim Clements Way  
First Avenue and Railroad Avenue  
Directly North of Naches Ave. across from the site

**TRANSPORTATION:**

East Naches Avenue —(designated Local Access)— Asphalt concrete pavement (ACP), curb/gutter, streetlights and sidewalk.

Jim Clements Way —(designated a Principal Arterial)— Asphalt concrete pavement (ACP), curb/gutter, streetlights and sidewalk.

OTHER FINDINGS:

- 1A. The purpose of the Industrial Land Use Designation in the comprehensive plan is to provide areas for the continuance and expansion of existing facilities and the establishment of new industrial uses.
- 1B. The purpose of the Industrial (M-1) zoning classification contained in Selah Municipal Code, Chapter 10.22.010 is to establish and preserve areas for industrial and related uses.
- 2A. The purpose of the Commercial Land Use Designation in the comprehensive plan is to recognize existing commercial uses and provide for their expansion.
- 2B. The purpose of the General Business (B-2) zoning classification contained in Selah Municipal Code, Chapter 10.20.010 is established to provide for the day-to-day convenience shopping and service needs of the community.
3. The property has been a variety of uses for many years.
4. Projected student generation from the proposed rezone is zero.

STAFF ANALYSIS:

- a. The site, contiguous with industrially designated and zoned industrially property to the South and East is an appropriate expansion of an existing industrial area. This location adjacent to an existing industrial area provides the justification for designating the property Industrial and the "change in circumstances" (comprehensive plan amendment) provides justification for amending the City of Selah official zoning map.
- b. The proposal Comprehensive Plan and Zoning Map amendments are consistent with surrounding land use and existing zoning designations.

RECOMMENDATION: APPROVAL OF BOTH the 2005 UGA Comprehensive Plan Amendment (UGA 2013-01) to Industrial and rezone the properties to Industrial (M-1).

Chairman Roberts asked about the email from Joe Henne and if the Commission needed to do something about the access for Sweet Beez.

Mr. Davison the alley has been given to Tree Top Inc. and there was a written provision to allow access for Sweet Beez off the alley for their parking. They have indicated that there is a conflict with the patrons of Sweet Beez backing out into the alley and the truck traffic for Tree Top Inc. in the alley. He says there has been some discussion with Sweet Beez to exchange some property with Tree Top on the east side of Sweet Beez.

Chris Cary (Tree Top Inc.) added that when the alley was vacated to Tree Top there were a number of residences along the north side including the two that were recently removed and agreement was for access to the City meter readers and trash truck for all the residences and Sweet Beez. With the acquisition of the properties to the east Tree Top would like use of the land. Sometime during the upgrade to Sweet Beez parking, they installed parking that enters and backs out into the alley way, which is their right. However truck traffic for Tree Top does go east and west in the alley way, which creates a hazard for the people backing out into the alley. Tree Top is very concerned about safety. This issue needs to be addressed as the truck traffic will increase with the construction of the new facility. He explained that the facility will sort apples for the entire system of Tree Top in Washington. Tree Top is willing to work with Sweet Beez to alienate the problem by exchanging some property to the east of Sweet Beez for their access with the parking area next to the alley.

Chairman Roberts asked if Tree Top has been in contact with Sweet Beez.

Mr. Cary stated he has not been in contact but Tree Top's attorney is working on it.

Commissioner Quinnell asked if it was Sweet Beez they have to talk to or the owner of the property.

Mr. Davison stated it has to be the property owner.

Mr. Cary stated typically their trucks come off Jim Clements Way onto the scale and back out through the alley.

Commissioner Smith asked the time frame for the facility.

Mr. Cary stated they would like to break ground around the first of the year and build in January and February, do some utility work in March and April, and put the equipment in May. Start up for the facility is to be July 1<sup>st</sup>.

Commissioner Smith asked if the issue with the ingress and egress have to resolved before they break ground.

Mr. Davison stated that Tree Top would be allowed to break ground, install the utilities and build the facility without the issue being resolved. However a certificate of occupancy will not be issued until the issue is resolved with Mr. Wilson (owner of the property).

Commissioner Quinnell asked if Mr. Wilson has been contacted.

Mr. Davison stated he has not been in contact with him.

Commissioner Quinnell asked if he knows this is going on.

Mr. Davison stated he has been notified in writing.

Mr. Cary stated the power cleaning system business lease is up in March 2014 and they will be leaving. Between April and June is when Tree Top would be making modifications to the property.

Discussion ensued.

Mr. Davison read the finding and facts for the Comp Plan Amendment.

#### UGA PLAN AMENDMENT 2012-2

File # UGA PLAN AMENDMENT 2012-2 (City of Selah)

Members present Pendelton, Roberts and Smith

The City of Selah Planning Commission at a public hearing on December 4, 2012 considered the following proposal:

PLAN AMENDMENT 2012-2	Amend the Future Land Use Map by re-designating two (2) parcels containing 0.28± acre Commercial rather than the existing designation of Industrial.
CITY OF SELAH	Location: West of Jim Clements Way, approximately 150 ft. east of South 1 <sup>st</sup> Street and south of Red Apple Market.

1. The Planning Commission adopts the findings of staff as to the existing use and *Plan* designation of the subject property and adjacent areas as indicated in the staff report.
2. The proposed Plan designation of Commercial is compatible with the use of adjacent lands.
3. The proposed Plan designation of Commercial is compatible with the Plan designation of adjacent lands.
4. The proposed Plan amendment is consistent with the economic development, urban lands, utilities, transportation, capital facilities, and intergovernmental goals and their supporting policies in the Plan.

5. Based on the consideration of the above factors and balancing conflicting goals and policies of the Plan the proposed plan amendment to Commercial is consistent with the goals and policies of the Plan.
6. The site proposed for Commercial designation in the Plan is adequately served by public facilities, such as roads, sewer, water and other public services.
7. The proposed Plan amendment does meet a public need.  
Public need means that a valid public purpose for which the Plan was adopted is served by the proposed Plan amendment. Findings addressing public need:
  - (a) Additional land is needed for commercial expansion.
  - (b) Timing is appropriate.
8. Environmental review has been completed on the proposal. There are no significant environmental issues that renders the site unsuitable for the Future Land Use Map designation of Commercial.

Planning Commission Recommendation:

Approval of the Plan amendment to Commercial.

Motion by: Pendelton      Second by: Smith      Vote: 3 to 0

Mr. Davison read the finding and facts for the Rezone.

AMENDMENT 914.84.12-06

This matter having come for public hearing before the City of Selah Planning Commission on December 4, 2012 for the purpose of considering the re-classification (rezone) of 0.28± acre of property from Industrial (M-1) to General Business (B-2).

Commission members present at the January 4, 2011 public hearing were Pendelton, Roberts, and Smith.

Legal notification pursuant to Selah Code was given on the 12th day of November, 2012. All persons present were given the opportunity to speak for or against the proposed rezone.

LAND USE FINDINGS

Existing Use and Zoning/Optimal Land Use

1. The Planning Commission adopts the staff findings and report as to the existing use, zoning and optimal land use designation of the subject and adjacent property.

Land Use Conditions

2. The proposed rezone is compatible with the use of adjacent land.
3. The proposed rezone is compatible with the zoning of adjacent land.
4. The proposed rezone is compatible with the optimal land use designation contained in the 2005 Urban Growth Area Comprehensive 'Future Land Use Map' (based on recently recommended amendment).

CHANGED CIRCUMSTANCES

5. The requirement that a rezone be supported by a change in circumstances is dispensed with entirely where a rezone will implement policies of the relevant comprehensive plan. *Henderson v Kittitas County*. Because this proposal implements a relevant Selah Urban Growth Area Comprehensive amendment there is no need to show a change in circumstances.

## NEED FOR THE PROPOSED REZONE

6. The Planning Commission finds that within the general geographic area containing the subject property, there is a demonstrated and/or recognized need for additional land to be zoned General Business (B-2).

## PUBLIC OPINION

7. The owners of adjacent lands expressed neither approval or denial of the proposed rezone.

8. No person offered comments in favor of or in opposition to the proposed rezone.

## ENVIRONMENTAL REVIEW

9. The Planning Commission finds that environmental review has been completed on the proposal and further finds that such environmental review is adequate.

## OTHER SIGNIFICANT FACTORS

10. The Planning Commission finds these additional significant factors concerning this proposed rezone to be as follows: none

## CONTROLLING FACTORS

The Planning Commission determines that findings numbered 1 through 9 to be the controlling factors in its deliberations on the proposal.

## DECISION

The Planning Commission, based upon the aforementioned findings and controlling factors, finds that the proposed rezone is in furtherance of the public health, safety or a contribution either to the general welfare of the people in the area or at large; therefore, the rezone should be approved.

Motion to approve by: Pendelton    Seconded: Smith    Vote: 3 to 0

G:    General Business

1.    Old Business - None

2.    New Business – None

H.    Reports/Announcements

1.    Chairman - None

2.    Commissioners – None

3.    Staff – filled the Commission in on all the projects that are going on in the City.

I.    Adjournment

Chairman Roberts called for a motion to adjourn. Commissioner Smith suggested that Chairman Roberts make his statement on the record. Chairman Roberts stated that he was resigning after this meeting. Commissioner Smith moved to adjourn and Commissioner Quinnell seconded the motion. The motion was rescinded. Commissioner Smith moved to change the time to start the meeting from 6:00 pm to 5:30 pm and seconded by Commissioner Quinnell. Vote 3/0. Commissioner Smith moved to adjourn and Commissioner Quinnell seconded the motion. The meeting was adjourned at 7:00 pm.

---

Chairman



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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014      N – 3**

**Title:** Ordinance Amending Ordinance No. 1634 § 15 of the Selah Municipal Code Zoning Map Amendment No. 914.67.13-01 Rezone to Industrial (M-1)

**Thru:** David Kelly, City Administrator

**From:** Dennis Davison, Community Planner

**Action Requested:** Approval

**Board/Commission Recommendation:** Approval

**Fiscal Impact:** None

**Funding Source:** None

**Staff Recommendation:**

Adopt Planning Commission Conclusions, Findings of Fact and Recommendation of Approval and adoption of Official Zoning Map Amendment 914.67.13-01, Tree Top, Incorporated

**Background / Findings & Facts:**

Tree Top, Incorporated has requested amending the Official Zoning Map designating 2.03± acres Industrial rather than Commercial consistent with Comprehensive Plan Amendment 2013-1 and thus permit the construction of an apple pre-sort facility.

**Recommended Motion:**

I move we APPROVE zoning map amendment 914.67.13-01 and adopt the Planning Commission Conclusions and Findings of Fact as our own.



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



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

Date:

Action Taken:

12/12/2013

Planning Commission public hearing to consider zoning map amendment 914.67.13-01

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# ORDINANCE \_\_\_\_\_

## ORDINANCE AMENDING ORDINANCE NO. 1634 § 15 OF THE SELAH MUNICIPAL CODE ZONING MAP AMENDMENT NO. 914.67.13-01 REZONE TO INDUSTRIAL (M-1)

WHEREAS, Chapter 35A.63 of the Revised Code of Washington authorizes the City Council of the City of Selah to adopt and amend official controls including zoning ordinances and zoning maps; and,

WHEREAS, the City of Selah Planning Commission did advertise and held a public hearing for the purpose of hearing testimony for and against proposed zoning map amendment 914.67.13-01. All persons present desiring to speak for or against or in relation to the amendment were given a full and complete opportunity to be heard and the Commission is satisfied that the matter has been sufficiently considered; and,

WHEREAS, the City of Selah Planning Commission did find that the zoning map amendment furthers the purpose, goals and objectives of the 2005 City of Selah Urban Growth Area Comprehensive Plan and the City of Selah Zoning Ordinance and the public health, safety and general welfare; and,

WHEREAS, the City of Selah City Council held a public meeting for the purpose of hearing public comments on recommended zoning map amendment 914.67.13-01. All persons present desiring to speak were heard, the Council has considered the Planning Commission recommendation of APPROVAL, and the Council is satisfied that the matter has been sufficiently considered; and,

WHEREAS, the City Council of the City of Selah finds that the zoning map amendment 914.67.13-01 furthers the purpose, goals and objectives of the 2005 City of Selah Urban Growth Area Comprehensive Plan and the City of Selah Zoning Ordinance and the public health, safety and general welfare; and,

WHEREAS, the Council concurs with the Planning Commission's findings of fact and conclusions and adopts the same by reference hereto; now, therefore,

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

The following described real property is hereby reclassified Industrial (M-1):

That portion of the Southwest quarter of the Southwest quarter of Section 36 Township 14 North, Range 18 E.W.M., records of Yakima County, Washington, described as follows: Beginning 722.7 feet East and 60 feet South of the Northwest corner of the Southwest quarter of the Southwest quarter of Section 36, Township 14 North, Range 18 E.W.M.; thence East parallel with the north line thereof to the westerly right of way line of Railroad Avenue; Thence southwesterly along said right of way line to the south line of the North 220 feet of said Southwest quarter of the Southwest quarter of Section 36; Thence west to the east line of the West 722.7 feet of said Southwest quarter of the

Southwest quarter; Thence North 160.00 feet to the Point of Beginning.

Together with vacated right of ways of Railroad Avenue and alleys accruing thereto by operation of law. Situate in Yakima County, Washington.

This ordinance, implementing zoning map amendment number 914.67.13-01, shall become effective five (5) days following legal publication of this ordinance or a summary of this ordinance.

Done this 14<sup>th</sup> day of January, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**ORDINANCE** \_\_\_\_\_

# EXHIBIT B

## WRITTEN SUMMARY

(Part 5 of application for Zoning Code Amendment Application)

### REZONE

For

**Property at E. Naches Avenue**

#### **A. How is the subject property suitable for uses permitted under the proposed zoning?**

The property that is being requested for rezoning consists of four lots located along E. Naches Avenue and are well suited for all uses permitted under the M-1 Industrial zoning district and are located in the center of the industrial zone. The project proposed for this property is an apple pre-sorting facility, which is a permitted Class 1 Use in the proposed M-1 Industrial zoning district. The properties are relatively flat with a gentle slope from the west to the east. They are served with domestic water, sanitary sewer and all other urban services and facilities needed to serve uses permitted within this zoning district. The properties front on E. Naches Avenue, a 2-lane urban collector with a turn lane at the intersection, which includes such amenities as sidewalks and streetlights on both sides of the roadway. The properties also have access the internal roadway system of the Tree Top Campus. Access to the Tree Top Campus is restricted by City of Selah, so traffic congestion is reduced and well controlled. The primary entrance is on Jim Clements Way, a principal arterial that includes such amenities as sidewalks and streetlights on both sides of the roadway. Truck traffic is routed through the campus and exits via Railroad Avenue onto E. Naches Avenue. Surplus capacity exists along both roadways, which were designed to carry some of the heaviest traffic volumes in City of Selah road system.

Table 10.28A-3 "Permitted, Administrative and Conditional Uses" of the City of Selah Municipal Code limits permitted uses by their classification as Class 1, 2 and 3 Land Uses. These classifications ensure that appropriate land uses are constructed on the property and the more intense uses permitted in a zoning district fall under Class 2 and 3 Review. The proposed use of the property meets the Class 1 Land Use, therefore, the use after zoning change should not be subject to additional review from the Planning Department and require input from the surrounding neighborhood.

Additional sections of the municipal code cover such items as parking spaces, lot coverage, building height and sitescreening standards to ensure that proposed design is suitable for the property. As the property is scheduled to have the existing residential homes removed it will be vacant, and all development standards can be met at this time. This makes the property suitable for land uses permitted in the zoning district because they are built to full urban standards.

The project proposed for this property is an apple pre-sorting facility, which is not a permitted use in the current zoning district, General Business (B-2). The project is also

located near the existing Tree Top Campus fronting Jim Clements Way, Monson Fruit along E. Naches Avenue and Larson Fruit along N. Wenas Avenue, all of which are industrial food processing facilities.

**B. How is the rezone request in compliance with and/or deviates from the goals and policies of the comprehensive plan and intent of the zoning ordinance.**

This proposal complies with the goals and policies of the City of Selah Urban Growth Area Comprehensive Plan because it meets the Industrial Zoning Classification of "Industrial (M-1)", as defined in the Plan:

**Industrial (M-1).** – *The intent of the Industrial zoning district is to provide area for the continuance and expansion of existing industries and the diversification and establishment of new industrial uses. Areas designated Industrial are not intended for general commercial use.*

In this instance, four "general business" lots are located in the center of the industrial zoning district. In addition, the current uses of the lots are out of compliance with the general business zone. The west and east lots are both being used as industrial type operations. The center two lots are being used as residential/rental houses and are currently vacant. The re-zoned lots will be merged to accommodate a large industrial facility and be in compliance with the industrial use zone. No traffic passes through low-density residential areas.

**C. Are there adequate public facilities, such as traffic capacity, sewer services, potable water, stormwater drainage, schools, fire, and police services, and other public services and infrastructure existing on and around the subject property?**

Yes. Public water and sewer currently serve the site. Industrial wastewater will be sent to the permitted Tree Top wastewater treatment facility. Runoff from the site will be connected to the Tree Top stormwater collection and treatment system. All other utilities such as telephone, cable, natural gas, and electricity are located on, or near the site, and can be easily extended to the property. School, police, and fire services are available. The properties are served by E. Naches Avenue, an urban collector, which includes such amenities as sidewalks and streetlights on both sides of the street. The properties also access the internal roadway system of the Tree Top Campus which has approaches on E. Naches Avenue and Jim Clements Way, a principal arterial. Jim Clements Way, N. Wenas Rd. and E. Naches Avenue were designed to carry some of the heaviest traffic volumes in City of Selah road system, therefore, both roadways have surplus capacity.

**D. The compatibility of the proposed zone change and associated uses with neighboring land uses.**

The zone change and associated use is compatible with neighboring land uses because the predominate zoning of the surrounding area is Industrial. The existing lots are currently not in compliance with the current zoning. Rezoning the lots to Industrial would bring the current uses of the east and west lots into compliance. The proposed zoning change would also partially eliminate a small jetty of general business lots extending into the center of the Industrial District. The parcels are located in the center of Larson Fruit to the north between

N. Wenas Avenue and Railroad Avenue, Monson Fruit to the east at the end of E. Naches Avenue, and the Tree Top Campus to the south fronting Jim Clements Way, all of which are industrial food processing facilities.

This use is compatible with this neighborhood because it too, is an industrial food processing facility, similar to the uses to the north, south and east.

**E. The public need for the proposed change.**

A review of the Official Zoning Map against parcel improvements indicates that there is a small jetty of general business zoned lots extending into the Industrial District and they are already being partially used as industrial lots. The industrial district property is approaching fully developed, and needs some additional room to expand. The general business lots that are now occupied by single-family residences are too small to accommodate anything other than a single-family residence. In this case there is a demonstrated need for additional industrial zoned property in the City of Selah because of the lack of available industrial property.

One of the “**Needs**” listed in the City of Selah Urban Growth Area Comprehensive Plan on Page 36 is for expansion. The statement reads as follows:

*This use category is established to provide areas for the continuance and expansion of existing industries and the diversification and establishment of new industrial uses. Areas designated Industrial are not intended for general commercial use.*

Based on current conditions, as well as, information provided by the City of Selah Urban Growth Area Comprehensive Plan, there is a demonstrated need for additional Industrial zoned property in the City of Selah area.



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



**COUNCIL MEETING      ACTION ITEM**

**1/14/2014      N – 4**

**Title:** Ordinance providing for the Annexation of Certain Real Property by the City of Selah, Washington, and Incorporating the Same within the Corporate Limits thereof and Zoning said Real Property One-Family Residential (R-1)

**Thru:** David Kelly, City Administrator

**From:** Dennis Davison, Community Planner

**Action Requested:** Approval

**Board/Commission Recommendation:** Approval

**Fiscal Impact:** \$ 20,000±

**Funding Source:** Property tax revenue

**Staff Recommendation:**

Adopt annexation ordinance incorporating 28± acres into the City effective February 1, 2014

**Background / Findings & Facts:**

Numerous petitioners requested annexation. Following hearings a boundary was established and staff proceeded through legal annexation requirements. County Boundary Board authorized annexation January 6, 2014.

**Recommended Motion:**

I move we adopted the attached annexation ordinance incorporating the West Goodlander Annexation Area (28± acres) effective February 1, 2014.

# **ORDINANCE \_\_\_\_\_**

## **WEST GOODLANDER ANNEXATION**

**ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY BY THE CITY OF SELAH, WASHINGTON, AND INCORPORATING THE SAME WITHIN THE CORPORATE LIMITS THEREOF AND ZONING SAID REAL PROPERTY ONE-FAMILY RESIDENTIAL (R-1).**

WHEREAS, pursuant to RCW 35A.14.120, there was filed with the City of Selah multiple petitions of intent for annexation signed by the owners of not less than ten (10) percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought; said petition of intent was accepted by the City Council of the City of Selah, and thereafter, owners representing seventy-nine (79) percent in value, according to the assessed valuation for general taxation of the property for which annexation is being petitioned, have signed petitions seeking annexation to incorporate the described property within the corporate limits of the City of Selah; and,

WHEREAS, said petitions set forth the fact that the City Council of the City of Selah, Washington, would require the assumption of a pro-rata share of existing City indebtedness by the area requesting to be annexed; if ultimately annexed the property would be zoned One-Family Residential (R-1) on the date of annexation, and, the annexation petition is to be conditioned in that petitioners covenant themselves granting the City of Selah a “right of first refusal” to secure ownership of any irrigation and/or domestic water rights appurtenant to the land; and,

WHEREAS, garbage, refuse collection and disposal service within the West Goodlander Annexation area is presently provided to properties by Yakima Waste Systems, Inc. under authority issued by the Washington Utilities and Transportation Commission (WUTC) and the City desires to provide such services in accordance with RCW 35.13.280; and,

WHEREAS, RCW 35.13.280 requires the City to grant Yakima Waste Systems, Inc., as the current WUTC authorized provider of garbage, refuse collection and disposal service within the West Goodlander Annexation area, a franchise to continue to provide such garbage, refuse collection and disposal service to properties within the West Goodlander Annexation area for a term of seven (7) years from the effective date of the annexation; and,

WHEREAS, RCW 35.13.280 requires the City to provide specific notice to the WUTC regarding the City’s intent, pursuant to RCW 35.13.280, to provide garbage, refuse collection and disposal service within the West Goodlander Annexation area, a franchise to Yakima Waste Systems, Inc. to continue to provide such garbage, refuse collection and disposal service to properties within the West Goodlander Annexation area for a term of seven (7) years from the effective date of the annexation; and,

WHEREAS, the City Council fixed the date of August 27, 2013, as the date for public hearing thereon and caused due and proper notice of said hearing to be published and posted pursuant to RCW 35A.14.130; and

WHEREAS, the public hearing has been held as scheduled, and the City Council considers that the best interests of the City and the property mapped in Exhibit C would be best served by annexing the area into the City of Selah; and,

WHEREAS, the City Council has determined that One-Family Residential (R-1) zoning is the appropriate zoning designation for the property to be annexed based on the adopted 2005 City of Selah Urban Growth Area Comprehensive Plan;

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

SECTION 1. That the property legally described in Exhibit C, as approved by the Yakima County Public Works Department, being contiguous to the City of Selah, be and the same is annexed to the City of Selah, and incorporated therein (Parcel Numbers 181426-43472, 43473, 43474, 44001, 44002, 44003, 44005, 44011, 44015, 44018, 44019, 44020, 44021, 44022, 44418, 44420, 44421, 44422, 44423, 44426, 44429, 44430, 44431, 44432, 44433, 44436, 44437, 44438, 44439, 44440, 44441, 44442, 44443, 44444, 44445, 44446, 44447, 44448, 44449, 44450, 44451, 44452, 44453, 44454, 44455, 44456, 44457, 44458, 44459, 44460, and 44461).

SECTION 2. All property within the territory so annexed shall be assessed and taxed at the same rate and on the same basis as property within the City is assessed and taxed to pay for the now outstanding indebtedness of the City of Selah contracted prior to or existing at the date of annexation.

SECTION 3. The property described in Exhibit C is exempt from the City of Selah Fire Station Bond Levy.

SECTION 4. The property described in Exhibit C is hereby classified and zoned as One-Family Residential (R-1).

SECTION 5. The area hereby annexed shall become a part of the City of Selah, Washington, and this ordinance shall take effect and be in force at 12:01 a.m., February 1, 2014.

SECTION 6. The City Clerk/Treasurer is directed to file a certified copy of this ordinance with the Washington Utilities and Transportation Commission to notify it of the City's intent, pursuant to RCW 81.77.020 and subject to the provisions of RCW 35.13.280, to provide refuse collection and disposal service to the West Goodlander Annexation area.

SECTION 7. There is herein granted a franchise to Yakima Waste Systems, Inc., in accordance with RCW 35.13.280, an exclusive franchise agreement to provide garbage, refuse collection and disposal services, including residential curbside recycling and curbside yard waste collection, to properties within the West Goodlander Annexation area for a term of seven (7) years from the effective date of the annexation in accordance with RCW 35.13.280.

SECTION 8. The City of Selah Urban Growth Area Comprehensive Plan is hereby amended to incorporate the provisions of this ordinance.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON, this 14<sup>th</sup> day of JANUARY, 2014.

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

ATTEST:

\_\_\_\_\_  
Dale Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Bob Noe, City Attorney

ORDINANCE NO.: \_\_\_\_\_  
Adoption Date: January 14, 2014  
Effective Date: February 1, 2014



July 23, 2013  
LEGAL DESCRIPTION  
GOODLANDER ANNEXATION  
CITY OF SELAH

That portion of the Southeast Quarter of Section 26, Township 14 North, Range 18 East, W.M. described as follows:

Beginning at the intersection of the centerline of Goodlander Road and the southerly extension of the East line of the Plat of SELANDIA according to the official plat thereof recorded in Volume "T" of plats, page 33, records of Yakima County, Washington;  
Thence northerly along the east line of said plat to the southeast corner of Lot 11, Plat of SOMERSET 1 according to the plat thereof filed under Auditor's file number 7194172, records of Yakima County, Washington;  
Thence westerly along the south line of said plat to the northeast corner of Lot 1 of said plat;  
Thence westerly along the south line of Lots 2 and 3 of said plat to the easterly right of way line of Herlou Drive;  
Thence northerly along said easterly right of way line to the southwest corner of Lot 20, plat of WEEMS SUBDIVISION according to the Plat thereof recorded in Volume "U" of plats, page 6, records of Yakima County, Washington;  
Thence easterly along the south line of said plat and its easterly extension to a point 200.00 feet west of the east line of said Southeast Quarter;  
Thence southerly parallel with said east line 15.00 feet;  
Thence easterly parallel with the North line of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 26 to the westerly right of way line of Selah Loop Road;  
Thence southerly along said westerly right of way line to the centerline of Goodlander Road;  
Thence westerly along said centerline to the Point of Beginning.

Together with any portion of the right of way of Goodlander Road lying between the westerly right of way line of Selah Loop Road, also known as North First Street, and the southerly extension of the westerly right of way line of Herlou Drive

Situate in Yakima County, Washington.





## WASHINGTON STATE BOUNDARY REVIEW BOARD FOR YAKIMA COUNTY

128 North Second Street  
Fourth Floor Courthouse  
Yakima, Washington 98901

(509) 574-2300 • FAX (509) 574-2301

January 7, 2013

City of Selah  
115 W. Naches Ave  
Selah, WA 98942

**Re: *File No. BRB 2013-003 –City of Selah; West Goodlander  
Annexation***

To Whom It May Concern:

This is to notify you that the 45 day filing period lapsed on January 5, 2014 for your "Notice of Intention" on the above annexation.

In order to expedite the final filing process, please mail or bring me an original of your final ordinance along with the filing fee of \$72.00 for the first page and \$1.00 for each additional page. The Auditor's Office has certain requirements for recording documents (i.e. original signature & seal pages, with a 1" margin on all sides). Don't forget to include the cover page for filing purposes which includes all parcel numbers. Please make your check payable to "Yakima County". Be sure the final ordinance contains the following:

- Effective date of annexation
- Initiator's seal & notarized
- A map of the annexation area
- Signed and dated final approval of the legal description by the Engineering Services Manager from the Public Works Department.

We will file the ordinance with the County Auditor and distribute the copies for you. The original recorded ordinance will be returned to you within a week after it has been microfilmed and checked. If you have any questions, please give me a call.

Sincerely,

Heidi Matson  
Chief Clerk of the Board

*Yakima County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding Yakima County's Title VI Program, you may contact the Title VI Coordinator at 509-574-2300.*

*If this letter pertains to a meeting and you need special accommodations, please call us at 509-574-2300 by 10:00 a.m. three days prior to the meeting. For TDD users, please use the State's toll free relay service 1-800-833-6388 and ask the operator to dial 509-574-2300.*



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



**COUNCIL MEETING      INFORMATIONAL ITEM**

**1/14/2014      P – 4A**

**Title:** Planning Commission Minutes of April 16, 2013

**Thru:** David Kelly, City Administrator

**From:** Diana Turner, Public Works Administrative 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:**

Informational only

**Recommended Motion:**

Informational only

City of Selah  
**Planning Commission Minutes**  
of  
April 16, 2013

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

A. Call to Order

The meeting was called to order by Chairman Roberts at 6:00 p.m.

B. Roll Call:

Members Present: Commissioners Roberts, Smith, Quinnell, and Pendleton  
Members Absent: None  
Staff Present: Dennis Davison, Community Planner; Diana Turner, Secretary  
Guests: Shane Backlund, Brent Harding, Carl Torkelson, Gary Wetch, and Gerald Moss.

C. Agenda Change None

D. Communications

1. Oral -None.

2. Written – None

E. Approval of Minutes

Chairman Roberts called for a motion on the minutes of the Planning Commission meeting of March 19, 2013.

Commissioner Smith moved to approve the minutes, Chairman Quinnell seconded. Minutes were approved with voice vote 4/0.

F. Public Hearing

1. Old Business None

2. New Business

a. **SELAH SCHOOL DISTRICT #119 – NEW MIDDLE SCHOOL (FILE 928.66.13-01)**

Chairman Roberts opened the public hearing and asked staff to present their report.

Mr. Davison presented the staff report.

FILE NO.: 928.66.13-01

PROPOSAL: Authorize construction of a new 115,200± square foot Selah School District Middle School containing forty-one (41) classrooms, band/choir and library area. The structure also includes main gym, multi-purpose gym and student commons. Also included is a student drop-off location separated from faculty and visitor parking.

PROPONENT / PROPERTY OWNER: Selah School District # 119

LOCATION: The 32± acre site is located at 411 North First Street---More specifically located to the rear (east) of the existing Junior High School which will be demolished after occupancy of the new Middle School.

ON-SITE LAND USE: The site contains the existing Junior High School, standalone gymnasium, athletic fields, employee and event parking.

**SURROUNDING LAND USE:**

North: Carlon Park, Peace Lutheran Church and single family and duplex residences.

South: Selah School District # 119 bus barn, single family and duplex residences and Church of the Nazarene.

East: Commercial development including, but not limited to, Helms Hardware, Les Schwab Tires, and Selah Square Apartments.

West: John Campbell Elementary School, single family and duplex residences

**EXISTING ZONING:**

Site: One-Family Residential (R-1).

North: One-Family Residential (R-1) and Multiple-Family Residential (R-3).

South: Two-Family Residential (R-2).

East: General Business (B-2).

West: One-Family Residential (R-1)

Selah Urban Growth Area Comprehensive Plan: The site and properties to the North are designated Public / Semi-Public, properties to the East are designated Commercial and properties to the South and West are designated a combination of Low and High Density Residential on the 'Future Land Use Map'.

Selah School District # 119, was the lead agency for this proposal under the State Environmental Policy Act (SEPA) and issued a Final Mitigated Determination of Non-Significance as authorized under WAC 197-11-335 on October 18, 2012.

APPLICATION AUTHORITY: Selah Municipal Code, Chapter 10.06.020(3) Class 3 Uses.

UTILITIES: All utilities are available at the site.

RECOMMENDATION: Approval of the new middle school subject to the following conditions: (Conditions 2 through 6 are requirements of SEPA mitigation)

- (1) The facilities shall be constructed in substantial compliance with the information submitted in the Class 3 Use permit application.
- (2) Dedicate sufficient right-of-way along the East side of Wernex Loop, from the existing Junior High School parking lot entrance northerly to North First Street, to the extent the District owns the property adjacent to Wernex Loop, to accommodate a minimum five (5) foot wide sidewalk. The District must partner with the City to participate 50% - 50% on the cost of sidewalk construction and/or partner together on grant applications where this 50% - 50% participation would apply to any required money match.
- (3) Sufficient right-of-way, along the South side of Wernex Loop, shall be dedicated from North First Street to the existing Junior High School parking lot entrance, to accommodate a minimum five (5) foot wide sidewalk. The District must partner with the City to participate 50% - 50% on the cost of sidewalk construction and/or partner together on grant applications where this 50% - 50% participation would apply to any required money match.
- (4) The new Middle School access drive (located North of the John Campbell faculty parking lot), from the school bus drop-off connecting to North First Street, shall be a "RIGHT TURN OUT ONLY" This road approach shall be clearly signed and maintained as a "right turn-out only:
- (5) The current signalization for ingress and -egress to the John Campbell faculty parking lot (located

at the southwest corner of the Middle School site) must be modified to accommodate both vehicular and pedestrian traffic. The modifications shall be designed and constructed by the School District to accommodate such items as: adding traffic light heads to regulate existing vehicles from the John Campbell parking lot, reposition of the traffic stop bars to provide additional driver vision at the existing traffic lights, adding a southbound left turn lane into the John Campbell parking lot or other reasonable improvements necessary to accommodate vehicular and pedestrian traffic at this location.

The modifications to this vehicle and pedestrian ingress-egress point will be designed by the School District and submitted to the City of Selah for review and approval. All design and construction costs associated with the modifications are the sole responsibility of the School District.

- (6) The baseball field located in the southeast quadrant of the Middle School site plan and which hits toward State Route 823 must be removed or relocated on the property, or, if not removed or relocated, a screen must be installed to prevent balls from entering State Route 823 right-of-way. The School District shall work cooperatively with the Washington State Department of Transportation to determine an appropriate screen height.
- (7) The location, design and construction of the 'temporary construction entrance' are subject to the approval of the Director of Public Works.
- (8) Construction noise emanating from the construction site shall not comment prior to 7:00 a.m. or extend past 7:00 p.m. local time.

Chairman Roberts called for comments from the applicant.

Mr. Brent Harding, architect for the school, presented his report. He thanked Mr. Davison for his report and stated that Staff's report presented the application well, but that he would entertain any questions from the Commission to help clarify any point they would like. The project will start in the back of the site with the demolition of one building at the back of the school. The project will take about 16 months to complete and will be done in phases. The gymnasium will be demolished as it is cost prohibited to try to remodel verses construct new. He explained the different phases and when they will be done. He explained the traffic flow through the parking lot.

Commissioner Pendleton asked if the parking lot would stay the same size.

Mr. Harding stated yes, but setup so the busses and the cars would flow better. He explained the new traffic control light and flow of the traffic.

Commissioner Quinnell asked how they would accomplish that.

Mr. Davison stated that there would be only right hand turns onto the street.

Mr. Davison asked how many entrances into the new school for safety and security reasons.

Mr. Harding stated there would be 6 primary corridors with some other doors from the gym. All doors will be locked from the outside to force visitors through the main entrance.

Commissioner Smith asked if the Fire Department would have access to the building at all doors.

Mr. Harding stated the Fire Departments usually gain access through the main doors, but there will be Knox boxes at other doors for them.

Commissioner Quinnell asked when the busses have dropped off the kids and leaving the school they can only turn right where do they go from there.

Mr. Harding stated they go to the High School.

Mr. Welch explained the route of the busses that they drop off kids at the Junior High then go to the High School.

Chairman Roberts called for any more questions. Hearing none he read the Findings and Decision.

CLASS 3 USE FINDINGS AND DECISION  
(File No.: 928.66.13-01)

This matter having come for public hearing before the City of Selah Planning Commission on April 16, 2013, for the purpose of considering a Class 3 Use permit application from Selah School District # 119 to construct a 115,200± square foot Middle School at 411 North First Street in the Single Family Residential (R-1) Zone under Selah Municipal Code, Chapter 10.28, Table 10.28A-1.

The members of the Commission present were Pendelton, Quinnell, Roberts and Smith.

Legal notification pursuant to Selah Municipal Code was given on the 29th day of March, 2013. All persons present were given the opportunity to speak for or against the proposed Class 3 Use permit.

LAND USE FINDINGS

1. The Commission adopts the staff findings and report as to the existing use, zoning and optimal land use designation of the subject and adjacent property.
2. The proposal is compatible with the use of adjacent land.
3. The proposal is compatible with the zoning of adjacent land.
4. The proposal is compatible with the optimal land use designation contained in the City's comprehensive land use plan.

PUBLIC OPINION

5. No one expressed disapproval of the proposal.
6. No one spoke in opposition of the proposal.

SPECIFIC FINDINGS APPLICABLE TO CLASS 3 USES

7. The proposal will or will not, as indicated below, further the following criteria contained in the City of Selah Zoning Ordinance, Chapter 10.28.
  - A. The proposal will comply with the requirements of the underlying zoning district.
  - B. The proposal will be served by existing public facilities such as streets, fire protection, water, storm and sanitary sewers, and other essential utilities.
  - C. The proposal will further, will be in keeping with, and is consistent with the objectives of the comprehensive plan.
  - D. The effect of the proposal on the immediate vicinity will not be materially detrimental.
  - E. There is merit and value in the proposal for the community as a whole.

- F. Sufficient consideration has been exercised by the applicant in adapting the proposal to the existing environment.

#### CONCLUSIONS

Based upon consideration of the above factors and the specific findings applicable to Class 3 Uses the proposal IS consistent with the criteria, purpose and intent of the zoning ordinance.

#### ENVIRONMENTAL REVIEW

8. State mandated Environmental Review was completed by the Selah School District, a Final Mitigated Determination of Nonsignificance (FMDNS) issued, and the mitigation measures are incorporated in the City's Recommendation of Approval.

#### OTHER SIGNIFICANT FACTORS

9. The Commission finds no additional significant factor concerning the proposed Class 3 Use permit:

#### CONCLUSIONS

Based upon consideration of the above factors and the specific findings applicable to Class 3 Uses the proposal is consistent with the criteria, purpose and intent of the zoning ordinance.

#### CONTROLLING FACTORS

The Commission determines that findings numbered 1 through 8 to be the controlling factors in its deliberations on the proposal.

#### DECISION

The Commission, based on these findings, conclusions and controlling factors finds that the proposal IS in furtherance of the public health, safety or a contribution either to the general welfare of the people in the area or at large; therefore, the conditional use permit should be approved with the following conditions:

(Conditions 2 through 6 are requirements of SEPA mitigation)

- (1) The facilities shall be constructed in substantial compliance with the information submitted in the Class 3 Use permit application.
- (2) Dedicate sufficient right-of-way along the East side of Wernex Loop, from the existing Junior High School parking lot entrance northerly to North First Street, to the extent the District owns the property adjacent to Wernex Loop, to accommodate a minimum five (5) foot wide sidewalk. The District must partner with the City to participate 50% - 50% on the cost of sidewalk construction and/or partner together on grant applications where this 50% - 50% participation would apply to any required money match.
- (3) Sufficient right-of-way, along the South side of Wernex Loop, shall be dedicated from North First Street to the existing Junior High School parking lot entrance, to accommodate a minimum five (5) foot wide sidewalk. The District must partner with the City to participate 50% - 50% on the cost of sidewalk construction and/or partner together on grant applications where this 50% - 50% participation would apply to any required money match.
- (4) The new Middle School access drive (located North of the John Campbell faculty parking lot), from the school bus drop-off connecting to North First Street, shall be a "RIGHT TURN OUT ONLY" This road approach shall be clearly signed and maintained as a "right turn-out only:

- (5) The current signalization for ingress and -egress to the John Campbell faculty parking lot (located at the southwest corner of the Middle School site) must be modified to accommodate both vehicular and pedestrian traffic. The modifications shall be designed and constructed by the School District to accommodate such items as: adding traffic light heads to regulate existing vehicles from the John Campbell parking lot, reposition of the traffic stop bars to provide additional driver vision at the existing traffic lights, adding a southbound left turn lane into the John Campbell parking lot or other reasonable improvements necessary to accommodate vehicular and pedestrian traffic at this location.

The modifications to this vehicle and pedestrian ingress-egress point will be designed by the School District and submitted to the City of Selah for review and approval. All design and construction costs associated with the modifications are the sole responsibility of the School District.

- (6) The baseball field located in the southeast quadrant of the Middle School site plan and which hits toward State Route 823 must be removed or relocated on the property, or, if not removed or relocated, a screen must be installed to prevent balls from entering State Route 823 right-of-way. The School District shall work cooperatively with the Washington State Department of Transportation to determine an appropriate screen height.
- (7) The location, design and construction of the 'temporary construction entrance' are subject to the approval of the Director of Public Works.
- (8) Construction noise emanating from the construction site shall not comment prior to 7:00 a.m. or extend past 7:00 p.m. local time.

Motion to approve with conditions by: Pendleton; Seconded by: Smith. Vote: 4 to 0

Mr. Davison called for a 5 minute break before the next item.

**b. MOSS REAR YARD SETBACK VARIANCE (FILE 915.79.13-01)**

Chairman Roberts opened the public hearing and asked staff to present their report.

Mr. Davison presented the staff report.

FILE NO.: 915.79.2013-01

PROPOSAL: Reduce required rear yard setback from twenty (20) feet to fifteen (15) feet

PROPONENT: Gerald Moss

LOCATION: 607 South Third Street

PROPOSAL: Construct a triplex residence in the Two-Family Residential (R-2) Zone. The requested variance would permit the triplex to be constructed fifteen (15) feet from the East (Rear) property line and the structure would face south. Once constructed the triplex would meet all other required setbacks.

HISTORY: The present ½ acre lot configuration (73 ft. by 334ft.) was created many years ago (1937) through a subdivision named "South Selah Acres Tracts". These original lots have been continuously re-divided into small parcels as shown on the vicinity map.

ADJACENT ZONING: The site and adjacent parcels to the North, South and West are zoned Two-Family Residential (R-2). To the East is zoned General Business (B-2).

ADJACENT LAND USE: The site contains a single family residence located near So. 3<sup>rd</sup> St.

North: single-family residences  
South: duplexes  
East: commercial use (i.e., Bill Harris Used Cars)  
West: single-family residences and duplexes

2005 Selah-Urban Growth Area Comprehensive Land Use Plan: The site and adjacent parcels to the North, South and West are designated Moderate Density Residential (up to twelve dwelling units per acre) while property to the East is designated Commercial.

VARIANCE APPLICATION AUTHORITY: Selah Municipal Code, Chapter 10.30.030 provides that the Planning Commission may authorize a variance from the terms of the Subdivision Ordinance as will not be contrary to the public interest and the comprehensive plan. A variance shall not be granted unless the Commission makes findings that the applicant has expressly demonstrated the following:

- (a) That special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, do exist; and,
- (b) That because of such special circumstances, strict application of this title would deprive the subject property of rights and privileges enjoyed by other properties in the vicinity under identical zoning district classification; and,
- (c) That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zoning district classification in which the property is situated; and,
- (d) That the special circumstances do not result from the actions of the applicant; and,
- (e) That the variance is the minimum variance that will make possible the reasonable use of the land, building or structure; and,
- (f) That the granting of a variance will be in harmony with the general purpose and intent of this title, the specific zoning district and the comprehensive plan; and,
- (g) That the administrative adjustment or administrative modification provisions of this chapter were either not applicable or were insufficient to provide the relief sought from the standards of this title.

- The Commission may recommend approve or denial of a variance application and may impose conditions of approval.
- The Commission shall not grant a variance to allow a use not permissible under the terms of this title in the zoning district involved, or any use expressly or by implication prohibited in the zoning district by the terms of this title. (*Use is a not an issue*)
- The Commission shall not grant a variance to allow a density exceeding the land use designation contained in the Selah Urban Growth Area Comprehensive Plan, Future Land Use Map. (*Density is not an issue*)

UTILITIES: All public/private utilities are available or will be provided to the triplex.

TRANSPORTATION: The site abuts South Third Street, a local access street, along the West lot line.

OTHER FINDINGS:

1) Utilizing the proposed configuration would maximize the utilization of the lot and provide for in fill development on these ½ acre lots.

ANAYLSIS: The purpose and intent of required setbacks is to maintain light, air and open space between structures. In this instance a reduced rear yard setback is a trade-off to providing an emergency vehicle turn-a-round.

Balancing the proposed rear yard setback (15 ft.) against the benefit of having an emergency vehicle turn-a-round would appear to benefit both the residents and the community as a whole.

RECOMMENDATION: Approval of the rear yard variance subject to the following minimum structure setbacks:

- North property line - Minimum eight (8) foot setback
- South property line - Minimum twenty-one (21) foot setback
- East property line - Minimum fifteen (15) foot setback
- West property line - Minimum twenty (20) foot setback

Chairman Roberts asked what the original intent of the 20' setback.

Mr. Davison stated the original was to keep houses and apartments separate from each other so they do not have fire going from one building to another building.

Chairman Roberts opened the public hearing for comments from the audience.

Mr. Torkelson Mr. Moss's contractor, stated he was here to answer questions for the applicant. The plans were set when he found out that the Fire Department wanted the separation from the home and the triplex.

Commissioner Quinnell noticed that the only people in the audience tonight were the applicants and their representatives. He asked Mr. Davison if anyone had called the office to voice an opinion.

Mr. Davison stated that he did not receive a single call on both projects.

#### VARIANCE APPLICATION FINDINGS AND DECISION (File No.: 915.79.2013-01)(April 16<sup>th</sup> 2013)

This matter having come for public hearing before the City of Selah Planning Commission on April 16<sup>th</sup> 2013 for the purpose of considering an application from Gerald Moss for a rear yard setback variance to reduce the required rear yard setback from twenty (20) feet to fifteen (15) feet located at 607 South Third Street in the Two-Family Residential Zone (R-2) under Selah Code, Chapter 10.08.090 (Table 8-3).

Members of the Commission present were Pendleton, Quinnell, Roberts and Smith.

Legal notification pursuant to Selah Municipal Code was given on the 7<sup>th</sup> day of April, 2013. All persons present were given the opportunity to speak for or against the proposed variance.

#### LAND USE FINDINGS

1. The Commission adopts the staff findings and report as to the existing use, zoning and optimal land use designation of the subject and adjacent property.
2. The proposed variance is compatible with the use of adjacent land.
3. The proposed variance is compatible with the zoning of adjacent land.
4. The proposed variance is compatible with the optimal land use designation contained in the City's comprehensive land use plan.

#### PUBLIC OPINION

5. The owners of adjacent lands expressed neither approval or disapproval of the proposed variance.

There were no persons offering comments were in favor of against the proposed variance.

#### SPECIFIC FINDINGS APPLICABLE TO A VARIANCE

7. The proposed variance will or will not, as indicated below, meet the criteria contained in the City of Selah Zoning Ordinance, Chapter 10.30.030.

CRITERIA	YES	NO	N/A
a. The property was acquired in good faith.	_X_	_____	_____
b. By reason of irregular shape or existing topographic conditions or other peculiar or exceptional conditions the strict application of the ordinance would result in a real and unnecessary hardship. (emergency vehicle turn-around results in a real hardship)	_X_	_____	_____
c. The variance will not be detrimental to adjacent property.	_X_	_____	_____
d. The variance will alleviate a hardship that approaches confiscation of the property.	_X_	_____	_____

**ENVIRONMENTAL REVIEW**

8. The proposal is categorically exempt from environmental review per Selah Code, Chapter 11.40.

**CONCLUSIONS**

Based upon consideration of the above factors and the specific criteria applicable to a variance the proposal is consistent with the criteria, purpose and intent of the zoning ordinance.

**CONTROLLING FACTORS**

The Commission determines that findings 1 through 8 to be the controlling factors in its deliberations on the proposed variance.

**DECISION**

The Commission based on the findings, conclusions and controlling factors finds that the proposal IS in furtherance of the public health, safety or a contribution either to the general welfare of the people in the area or at large; therefore, the variance should be approved with the following conditions

The required setbacks shall be as follows:

- North property line-Minimum eight (8) foot setback.
- South property line - Minimum twenty-one (21) foot setback
- East property line - Minimum fifteen (15) foot setback
- West property line - Minimum twenty (20) foot setback

Motion to approve by: Smith

Seconded by Pendleton

Vote: 4 to 0

- G: General Business
- 1. Old Business - None
- 2. New Business – None

**H. Reports/Announcements**

- 1. Chairman - None
- 2. Commissioners – None
- 3. Staff – filled the Commission in on all the projects that are going on in the City.

**I. Adjournment**

Chairman Roberts called for a motion to adjourn. Commissioner Smith moved to adjourn and Commissioner Pendleton seconded the motion. The meeting was adjourned at 7:00 pm.

  
Chairman