

SELAH CITY COUNCIL

4:00pm May 13, 2014



Selah City Council
 Regular Meeting
 Tuesday, May 13, 2014
 4:00pm
 City Council Chambers

Mayor:
 Mayor Pro Tem:
 Council Members:

John Gawlik
 Brooke Finch
 Paul Overby
 John Tierney
 Dave Smeback
 Allen Schmid
 Roy Sample
 Jane Williams

CITY OF SELAH
 115 West Naches Avenue
 Selah, Washington 98942

City Administrator:
 City Attorney:
 Clerk/Treasurer:

David Kelly
 Bob Noe
 Dale Novobielski

AGENDA

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

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

2. Written

- David Kelly a. Yakima Transit Service Ridership Report for the month of March 2014
- Joe Henne b. Building Permit and Code Enforcement for the period January, 2014 to March, 2014

- H. Proclamations/Announcements **None**
- I. Consent Agenda

All items listed with an asterisk (*) are considered routine by the City Council and will be enacted by one motion, without discussion. Should any Council Member 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: April 22, 2014 Council Meeting
- Dale N. * 2. Approval of Claims & Payroll

J. Public Hearings

- Dennis Davison 1. Public Hearing regarding the Renewal of a Six Month Moratorium for an additional Six Month Moratorium on the filing of Applications for Development Permits and Licensing for the Production, Processing, or Dispensing of Cannabis or Cannabis Products within the City limits

- K. New Business **None**
- L. Old Business **None**

M. Resolutions

- David Kelly * 1. Resolution Adopting 2014 Comprehensive Emergency Management Program as the Official Emergency Response Plan for the City of Selah, Washington
- Mayor Gawlik 2. Resolution Authorizing the Mayor to Sign the Gravrock Outside Utility Agreement
- Joe Henne * 3. Resolution establishing May 27, 2014 as the Date to Conduct a Public Hearing to consider the Six Year Transportation Improvement Program for the Years 2015 to 2020
- Joe Henne 4. Resolution Authorizing the Mayor to Sign an Interagency Agreement between the City of Selah and the Washington State Department of Enterprise Services to Provide Energy Conservation Project Management
- Joe Henne 5. Resolution Authorizing the Mayor to Sign an Intergovernmental Local Agreement for Stormwater Permit Compliance Activities between Yakima County and the Cities of Selah, Union Gap and Sunnyside
- Dale N. * 6. Resolution Authorizing the Mayor to Sign an Updated Authorization Form for the Investment of City of Selah Monies in the Local Government Investment Pool (LGIP)
- Gary Hanna * 7. Resolution Declaring Fire Department Property as Surplus and Authorizing Its Disposal
- Dennis Davison 8. Resolution Authorizing the Mayor to Sign the Poplaski Outside Utility Agreement

N. Ordinances

None

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

Monica Lake a. Parks Board Minutes – March 3, 2014

Caprise Groo b. Planning Commission Minutes – March 18, 2014

Q. Executive Session

None

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

May 27, 2014
May 27, 2014



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



COUNCIL MEETING INFORMATIONAL ITEM

5/13/2014 G – 2A

Title: Yakima Transit Service Ridership Report for the month of March 2014

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 March 2014, broken down by day and week.

Recommended Motion:

N/A

Print date

5/2/2014

| Yakima Transit and Selah ridership status - 2014 | | | | | Daily tot. | Systemwide |
|--------------------------------------------------|-----------|-----------------|-----------------|---------------------|--------------|-------------------------|
| | | Selah Ridership | Selah Wkly tot. | % of tot. Ridership | Ridership | Weekly & Monthly totals |
| Monday | 2/24/2014 | 344 | | 8.6% | 3,982 | |
| Tuesday | 2/25/2014 | 365 | | 8.0% | 4,545 | |
| Wednesday | 2/26/2014 | 402 | | 9.1% | 4,419 | |
| Thursday | 2/27/2014 | 399 | | 8.8% | 4,521 | |
| Friday | 2/28/2014 | 422 | | 8.7% | 4,828 | 92,632 |
| Saturday | 3/1/2014 | 163 | | 9.9% | 1,651 | |
| Sunday | 3/2/2014 | 91 | | 15.2% | 597 | |
| Total | | | 2,186 | 8.9% | | 24,543 |
| Monday | 3/3/2014 | 401 | | 8.8% | 4,554 | |
| Tuesday | 3/4/2014 | 397 | | 8.4% | 4,741 | |
| Wednesday | 3/5/2014 | 351 | | 7.5% | 4,677 | |
| Thursday | 3/6/2014 | 331 | | 7.5% | 4,437 | |
| Friday | 3/7/2014 | 397 | | 9.3% | 4,283 | |
| Saturday | 3/8/2014 | 154 | | 12.5% | 1,231 | |
| Sunday | 3/9/2014 | 83 | | 13.8% | 601 | |
| Total | | | 2,114 | 8.6% | | 24,524 |
| Monday | 3/10/2014 | 364 | | 8.3% | 4,396 | |
| Tuesday | 3/11/2014 | 415 | | 8.9% | 4,651 | |
| Wednesday | 3/12/2014 | 378 | | 8.0% | 4,709 | |
| Thursday | 3/13/2014 | 358 | | 7.7% | 4,624 | |
| Friday | 3/14/2014 | 772 | | 16.7% | 4,614 | |
| Saturday | 3/15/2014 | 181 | | 11.6% | 1,558 | |
| Sunday | 3/16/2014 | 96 | | 14.7% | 654 | |
| Total | | | 2,564 | 10.2% | | 25,206 |
| Monday | 3/17/2014 | 369 | | 8.7% | 4,251 | |
| Tuesday | 3/18/2014 | 427 | | 9.0% | 4,766 | |
| Wednesday | 3/19/2014 | 366 | | 8.6% | 4,237 | |
| Thursday | 3/20/2014 | 345 | | 7.9% | 4,354 | |
| Friday | 3/21/2014 | 335 | | 8.0% | 4,199 | |
| Saturday | 3/22/2014 | 145 | | 8.6% | 1,695 | |
| Sunday | 3/23/2014 | 115 | | 16.8% | 685 | |
| Total | | | 2,102 | 8.7% | | 24,187 |
| Monday | 3/24/2014 | 369 | | 8.8% | 4,213 | |
| Tuesday | 3/25/2014 | 386 | | 9.3% | 4,136 | |
| Wednesday | 3/26/2014 | 329 | | 7.4% | 4,450 | |
| Thursday | 3/27/2014 | 327 | | 8.1% | 4,042 | |
| Friday | 3/28/2014 | 386 | | 9.9% | 3,912 | |
| Saturday | 3/29/2014 | 157 | | 11.2% | 1,398 | |
| Sunday | 3/30/2014 | 91 | | 14.3% | 636 | |
| Total | | | 2,045 | 9.0% | | 22,787 |
| Monday | 3/31/2014 | 318 | | 10.1% | 9,397 | 102,096 |
| Tuesday | 4/1/2014 | 353 | | 10.1% | 3,486 | |
| Wednesday | 4/2/2014 | 333 | | 9.9% | 3,355 | |
| Thursday | 4/3/2014 | 331 | | 10.0% | 3,324 | |
| Friday | 4/4/2014 | 298 | | 9.1% | 3,283 | |
| Saturday | 4/5/2014 | 143 | | 9.2% | 1,546 | |
| Sunday | 4/6/2014 | 111 | | 16.9% | 657 | |
| Total | | | 1,887 | 10.0% | | 18,795 |



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



COUNCIL MEETING INFORMATIONAL ITEM

5/13/2014 G – 2B

Title: Building Permit and Code Enforcement for the period January, 2014 to March, 2014

Thru: David Kelly, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: Not applicable

Funding Source: Not applicable

Staff Recommendation:

Attached is the Building Department/Code Enforcement report for the Period January, 2014 to March, 2014

Background / Findings & Facts:

Information only

Recommended Motion:

Information only

| No. | Name | Address | Project | Type | Master Plan # | Issue Date | Valuation | Final Inspection |
|------|--------------------------|-----------------------|-------------------------|------|---------------|------------|--------------|------------------|
| 5967 | NCW DEVELOPMENT | FREMONT HEIGHTS | GRADING SITE | GRAD | | 1/9/2014 | | |
| 5970 | JAMES LEE | 102 N 18TH ST | INSTALL LP SUPPLY LINE | ME | | 1/2/2014 | | 01/17/14 |
| 5971 | SELAH SCHOOL DISTRICT | 801 N 1ST ST | POST FRAME BLDG | BP | | 1/7/2014 | \$51,000.00 | |
| 5972 | JAKE HARDY | 1211 FREMONT HILLS DR | FRONT PORCH ROOF | BP | | 1/7/2014 | \$15,000.00 | |
| 5973 | JAMES LEE | 102 N 18TH ST | INSTALL PROPANE TANK | BP | | 1/8/2014 | | 01/17/14 |
| 5974 | GRAF INVESTMENTS | 312 S 5TH ST | NEW TRI-PLEX | BP | | 1/8/2014 | \$300,150.00 | |
| 5975 | GRAF INVESTMENTS | 312 S 5TH ST | NEW TRI-PLEX | PL | | 1/8/2014 | | |
| 5976 | GRAF INVESTMENTS | 312 S 5TH ST | NEW TRI-PLEX | ME | | 1/8/2014 | | |
| 5977 | JEFFREY & SUSAN DIELEMAN | 314 S 3RD ST | ROOF REPAIR | BP | | 1/9/2014 | | 01/21/14 |
| 5978 | JOHN HOUCK | 508 HARRIS AVE | INSTALL PELLET STOVE | ME | | 1/9/2014 | | |
| 5979 | DARRELL VAN DE VENTER | 411 S 5TH ST | NEW SFR | BP | | 1/14/2014 | \$102,000.00 | |
| 5980 | DARRELL VAN DE VENTER | 411 S 5TH ST | NEW SFR | PL | | 1/14/2014 | | |
| 5981 | DARRELL VAN DE VENTER | 411 S 5TH ST | NEW SFR | ME | | 1/14/2014 | | |
| 5982 | TREE TOP INC | 100 S RAILROAD AVE | APPLE SORT FACILITY | BP | | 1/21/2014 | \$875,000.00 | |
| 5984 | TORKELSON CONSTRUCTION | 505 SOUTHERN AVE A/B | NEW DUPLEX | BP | | 1/22/2014 | \$277,771.00 | |
| 5985 | TORKELSON CONSTRUCTION | 505 SOUTHERN AVE A/B | NEW DUPLEX | PL | | 1/22/2014 | | |
| 5986 | TORKELSON CONSTRUCTION | 505 SOUTHERN AVE A/B | NEW DUPLEX | ME | | 1/22/2014 | | |
| 5987 | BOYD & SUSAN HIGBEE | 410 S 5TH ST | REROOF | BP | | 2/3/2014 | | 02/20/14 |
| 5988 | DEAN & TROY LAURVICK | 295 GOLF COURSE LP | FOUNDATION | BP | | 2/19/2014 | | |
| 5989 | SELAH SCHOOL DISTRICT | 411 N 1ST ST | PORTABLE UNITS | BP | | 2/11/2014 | \$17,000.00 | |
| 5990 | CITY OF SELAH | 216 S 3RD ST | GAZEBO | BP | | 3/3/2014 | \$24,638.00 | |
| 5991 | HELMS DANCE STUDIO | 12 N 1ST ST | INSTALL HEATER | ME | | 2/12/2014 | | |
| 5992 | TREE TOP INC | 100 S RAILROAD AVE | FIRE SYSTEM | FIRE | | 2/26/2014 | | |
| 5993 | RALPH MCBRIDE | 1000 SELAH LP RD | GARAGE ADDITION | BP | | 2/25/2014 | \$22,000.00 | |
| 5994 | COLUMBIA RIDGE HOMES | 1329 W GOODLANDER RD | FOOTING/FOUNDATION ONLY | BP | | 3/3/2014 | | |
| 5995 | MICHAEL HALL | 309 SUNWAY DR | REMODEL GARAGE | BP | | 3/7/2014 | \$5,000.00 | |
| 5997 | JOEL PEARSON | 301 LOOKOUT PT DR | MECH REMODEL | ME | | 3/11/2014 | | 03/13/14 |
| 5998 | MICHAEL HALL | 309 SUNWAY DR | REMODEL | BP | | 3/7/2014 | \$5,000.00 | |
| 6003 | ENRIQUE REYES | 302 N 4TH ST | REPLACE WOOD STOVE | ME | | 3/11/2014 | | |
| 6004 | SELAH SCHOOL DISTRICT | 411 N 1ST ST | DEMO GYM | DEMO | | 3/11/2014 | | |
| 6005 | KELLEY KRAMER | 109 N 12TH ST | DECK COVER | BP | | 3/13/2014 | \$2,800.00 | |
| 6006 | ROY BRONS | 1705 CEDAR LANE | SOLAR ENERGY | BP | | 3/17/2014 | \$27,900.00 | 04/10/14 |
| 6007 | DANIEL & ROSA GUTIERREZ | 1705 W NACHES AVE | INSTALL PERGOLA | BP | | 3/13/2014 | \$1,500.00 | |
| 6008 | JODI LEWIS | 1704 W FIRST AVE | UG SPRINKLERS | PL | | 3/20/2014 | | 03/21/14 |
| 6009 | JOEL YLUVISAKER | 202 JIM CLEMENTS WAY | UG SPRINKLERS | PL | | 3/20/2014 | | 03/21/14 |

| No. | Name | Address | Project | Type | Master Plan # | Issue Date | Valuation | Final Inspection |
|------|------------------------|----------------------|------------------|------|---------------|------------|--------------|------------------|
| 6010 | COLUMBIA RIDGE HOMES | 1329 W GOODLANDER RD | NEW SFR | BP | | 3/21/2014 | \$199,488.00 | |
| 6011 | COLUMBIA RIDGE HOMES | 1329 W GOODLANDER RD | NEW SFR | PL | | 3/21/2014 | | |
| 6012 | COLUMBIA RIDGE HOMES | 1329 W GOODLANDER RD | NEW SFR | ME | | 3/21/2014 | | |
| 6013 | COLUMBIA RIDGE HOMES | 1329 W GOODLANDER RD | UG SPRINKLERS | PL | | 3/21/2014 | | |
| 6014 | TORKELSON CONSTRUCTION | 904 TORKELSON DR | NEW SFR | BP | | 3/21/2014 | \$142,234.00 | |
| 6015 | TORKELSON CONSTRUCTION | 904 TORKELSON DR | NEW SFR | PL | | 3/21/2014 | | |
| 6016 | TORKELSON CONSTRUCTION | 904 TORKELSON DR | NEW SFR | ME | | 3/21/2014 | | |
| 6017 | JARED STOUT | 509 VALLEYVIEW AVE | REROOF | BP | | 3/25/2014 | | |
| 6020 | U S POST OFFICE | 114 E NACHES AVE | REROOF | BP | | 3/27/2014 | | |
| 6021 | BILL HARRIS | 110 W RIVERVIEW AVE | DEMOLISH HOUSE | BP | | 3/27/2014 | | |
| 6022 | BILL HARRIS | 506 S 1ST ST | DEMOLISH HOUES | BP | | 3/27/2014 | | |
| 6223 | JEFF BEKSINSKI | 606 W FREMONT AVE | RETROFIT WINDOWS | BP | | 3/28/2014 | \$3,000.00 | |
| 6025 | COLUMBIA RIDGE HOMES | 1161 W GOODLANDER RD | NEW SFR | BP | | 3/31/2014 | \$189,295.00 | |
| 6026 | COLUMBIA RIDGE HOMES | 1161 W GOODLANDER RD | NEW SFR | PL | | 3/31/2014 | | |
| 6027 | COLUMBIA RIDGE HOMES | 1161 W GOODLANDER RD | NEW SFR | ME | | 3/31/2014 | | |
| 6029 | COLUMBIA RIDGE HOMES | 1161 W GOODLANDER RD | NEW SFR | PL | | 3/31/2014 | | |



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



COUNCIL MEETING ACTION ITEM

5/13/2014

I – 1

Title: Approval of Minutes: April 22, 2014 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
April 22, 2014

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

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

B. Roll Call

Members Present: Paul Overby; John Tierney; Dave Smeback; Allen Schmid; Roy Sample; Jane Williams

Members Excused: Brooke Finch

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

C. Pledge of Allegiance

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

D. Agenda Changes

1. Added to Agenda:

a. Executive Session Q – 1: 10 Minute Session – Property Acquisition RCW 42.30.110(1)(b)

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

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

G. Communications

1. Oral

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

2. Written **None**

H. Proclamations/Announcements **None**

I. Consent Agenda

Council Member Sample requested that M – 1 be removed from the Consent Agenda.

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: April 8, 2014 Council Meeting
- * 2. Approval of Claims & Payroll:

Payroll Checks Nos. 77332 – 77420 for a total of \$191,667.80
Claim Checks Nos. 63703 – 63723 for a total of \$ 318.08
Claim Checks Nos. 63724 – 63789 for a total of \$237,107.38

Council Member Tierney moved, and Council Member Williams 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. Adding a part time employee to facilitate cross training

City Administrator Kelly addressed K – 1. He said that the City has two critical employees who do accounts payable and utility billing and he would like to have them cross-trained to learn each other's positions. He went on to say that he would like to hire a part-time person to work from 10am to 2pm each day, which would allow for coverage to cross-train and cover lunches. He noted that that the funding sources would be 30% from the water fund, 30% from the sewer fund, 20% from the solid waste fund, and 20% from the general fund. He felt that this is something that needs to be done and that it will allow the City to be more careful and more prepared for the unseen.

Council Member Schmid agreed with the request, saying that he has been around for over twenty years and this is the first employee added to the City hall staff to help offset the workload. He noted that the City has grown over the last 20 years, and will continue to grow, and they need to look to the future and ensure adequate staffing to take care of people for services they provide. He stated that he supports the request 100%.

Council Member Tierney wondered if it would be an hourly or salaried position.

City Administrator Kelly responded that it would be an hourly position for a half-time person, with half-time benefits if they chose, although the individual would pay a portion from their wages for benefits.

Council Member Tierney asked what the hourly wage would be.

City Administrator Kelly replied that the range would be from \$13.30 to \$17.00.

Council Member Smeback inquired when the cross training would be completed and that half-time person let go.

City Administrator Kelly responded that this is also an opportunity for the City transition the individual from part-time to full-time down the road if another person were to retire or move on to a good opportunity.

Council Member Tierney asked if Clerk/Treasurer Novobielski would oversee the training.

City Administrator Kelly replied in the affirmative, saying that the individual will work for Clerk/Treasurer Novobielski and he will orchestrate their training.

Mayor Gawlik remarked that he has seen growth in the City over the last thirty plus years, along with an increase in tasks that go along with it, and that part of the City's responsibility is to provide proper service to its citizens.

Council Member Smeback moved, and Council Member Schmid seconded, to approve adding a part time employee to facilitate cross training. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Schmid – yes; Council Member Sample – yes; Council Member Williams – yes. By voice vote, approval was unanimous.

L. Old Business None

M. Resolutions

1. Resolution Establishing May 13, 2014 as the Date to Conduct a Public Hearing regarding the Renewal of a Six Month Moratorium for an additional Six Month Moratorium on the filing of Applications for Development Permits and Licensing for the Production, Processing, or Dispensing of Cannabis or Cannabis Products within the City limits

Community Planner Davison addressed M – 1. He said that Council voted to adopt an Ordinance extending the six month moratorium on April 8th, and that by statute a public hearing must be held within sixty days of adopting a moratorium. He stated that this Resolution schedules a public hearing to allow the public to discuss the moratorium extension.

Mayor Gawlik commented that he was under the impression that the Planning Commission will hold a public hearing on the matter.

Community Planner Davison responded that the Planning Commission will hold a hearing on the Ordinance, but extending the moratorium requires that Council hold a hearing on the extension itself.

City Attorney Noe remarked that statute requires a public hearing be held within sixty days after a moratorium is put in place to allow for discussion on whether the moratorium will remain in place.

Council Member Sample wondered how many public hearings the Council would need to hold on the subject, as he doesn't want to do it to death.

Community Planner Davison said that a hearing in the extension would be scheduled for May 13th; the Planning Commission will have a hearing in May regarding the Ordinance and transmit their findings to Council with their proposed Ordinance.

Mayor Gawlik recommended that Community Planner Davison make sure that the Planning Commission hearing is well advertised and scheduled for a time where it can address the majority who wish to attend.

Community Planner Davison responded will be in the paper, possibly in the Yakima Valley Business Times, and on the City reader boards.

Council Member Overby suggested moving the moratorium hearing to the second meeting in May.

Council Member Williams remarked that, if this is only for the moratorium extension, it should be part of the next regular Council Meeting, adding that she doesn't see a problem with it since the City already has an Ordinance in place to extend the moratorium.

Community Planner Davison commented that it would still need to be advertised.

Council Member Tierney moved, and Council Member Sample seconded, to approve the Resolution Establishing May 13, 2014 as the Date to Conduct a Public Hearing regarding the Renewal of a Six Month Moratorium for an additional Six Month Moratorium on the filing of Applications for Development Permits and Licensing for the Production, Processing, or Dispensing of Cannabis or Cannabis Products within the City limits. Roll was called: Council Member Overby – no; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Schmid – yes; Council Member Sample – yes; Council Member Williams – yes. Motion passed with five voting yes and one voting no.

2. Resolution Authorizing the Mayor to Sign the Gravrock Outside Utility Agreement

Community Planner Davison addressed M – 2. He briefly reviewed the Gravrock Outside Utility Agreement (OUA) included in the packet, noting that the proponents have already signed it. He commented that they are only requesting a sewer hookup at this time.

Council Member Schmid didn't like that they only wanted sewer, adding that he feels they should do both and give the well output amount to the City for their resources. He asked if they have signed the property covenant.

Community Planner Davison replied in the negative.

Council Member Schmid said that he doesn't like giving an OUA to them without a signed property covenant.

Community Planner Davison responded that he would record the OUA once the Mayor signs it. He remarked that if Council wants to include the water rights he could take it back to the proponent to discuss and request that he modify it to be brought back to Council.

Council Member Overby requested that he explain the importance of changing the property address.

Community Planner Davison responded that Driscoll is a mishmash right now and that the Fire Department suggested that the address be changed for emergency services. He noted that, if the street continues up the hill, that this is a logical extension of 16th Street; the existing road is recognized on the County's map but is entirely a private road.

Council Member Sample asked if the well is just local at his house.

Community Planner Davison answered in the affirmative, saying that the property used to be owned by a farmer who may have watered the orchard from either the well or irrigation shares.

Council Member Sample inquired what the well is used for.

Community Planner Davison replied that it is used for a single-family residence.

Council Member Sample remarked that it is a good-sized parcel of land. He wondered if a new agreement would have to be done if the owner decided to subdivide it.

Community Planner Davison responded that the agreement is for the existing residence; any subdivision request would go to Yakima County, and they would contact the City at that time.

Council Member Schmid asked if he has talked to them regarding annexation.

Community Planner Davison replied that they don't wish to annex at this point in time.

Council Member Schmid asked why.

Community Planner Davison responded that no reason was given; he anticipates a future annexation and subdivision request on the property to the west, once the subdividing limitation has expired.

Council Member Schmid stated that he thinks they ought to annex into the City.

Council Member Tierney agreed.

Council Member Schmid said that the property abuts the City boundary; they should join the City and be part of the community.

Council Member Smeback moved, and Council Member Overby seconded, to approve Resolution Authorizing the Mayor to Sign the Gravrock Outside Utility Agreement. Roll was called: Council Member Overby – yes; Council Member Tierney – no; Council Member Smeback – yes; Council Member Schmid – no; Council Member Sample – yes; Council Member Williams – no. Motion tied with three yes votes and three no votes. Mayor Gawlik cast the deciding vote against approval of the Resolution. Motion failed with three yes votes and four no votes.

3. Resolution Authorizing the Mayor to Sign an Interlocal Agency Agreement with Yakima County for the Right-of-Way Acquisition Services

Public Works Director Henne addressed M – 3. He said that there are a couple projects coming up with some minimal amount of right of way, and that he would like to contract with the Yakima County right of way department to facilitate acquisition for two projects. He added that he would like to have a contract in place for five years.

Council Member Schmid moved, and Council Member Tierney seconded, to approve the Resolution Authorizing the Mayor to Sign an Interlocal Agency Agreement with Yakima County for the Right-of-Way Acquisition Services. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Schmid – yes; Council Member Sample – yes; Council Member Williams – yes. By voice vote, approval was unanimous.

N. Ordinances **None**

O. Communications

1. Oral

Mayor Gawlik opened the meeting.

Jerod Azuna approached the podium and addressed the Council. He expressed some confusion regarding the medical cannabis issue, saying that it seems more driven towards recreational. He remarked that he is also looking for a copy of moratorium.

City Attorney Noe responded that the moratorium in place addresses both medical and recreational cannabis. He handed Mr. Azuna a copy of the moratorium.

Mr. Azuna asked for confirmation that the next meeting will address both.

Mayor Gawlik responded in the affirmative.

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

P. Reports/Announcements

1. Mayor

Mayor Gawlik stated that the Fire Department would be conducting an open house on April 23rd at all four stations. He noted that this is open to the public and encouraged the Council Members to attend.

2. Council Members

Council Member Overby had no report.

Council Member Sample had no report.

Council Member Tierney wondered if anything was done regarding a letter to Planning Commission on expediting their action on the marijuana issue.

City Administrator Kelly replied in the negative, adding that he did receive a suggested time frame to get things finished. He read aloud the proposed timeline, noting that it is a best-case scenario, and that if more issues come up it could take longer.

Council Member Smeback had no report.

Council Member Williams expressed her thanks to Police Chief Hayes, Officer Gabbard and the other officers who put on the citizens academy, adding that herself and her husband had a great time. She stated that she has more respect for law enforcement for what they go through.

Council Member Schmid had no report.

3. Departmental

Fire Chief Hanna left the meeting to answer a call.

Police Chief Hayes said that Jerald Smith was promoted to Sergeant on April 1st, adding that he is doing a great job. He commented that the newest officer will be graduating from the academy in June; the other officer is back from the academy and has six weeks left in the field training program. He stated that their new cars are in the state and will be fitted with equipment before delivery. He noted that they will be doing emergency vehicle service training on May 2 and May 30 this year, although there will be no high speed training this time around.

Council Member Tierney asked that he list the dates again.

Police Chief Hayes reiterated that the training will be on May 2 and May 30, and asked that Council Members contact him if want to go. He noted that the citizens academy students will graduate this Thursday, and that the program is going well. He talked briefly about the permit for the Community Days parade and the need for proof of insurance to get approval for the permit. He invited everyone to the River Ridge Golf Course on May 3rd for a golf tournament for the Chief for a Day program, noting that this is for the cities of Selah, Yakima and Wapato.

Council Member Tierney asked about the cost for the tournament.

Police Chief Hayes responded that he doesn't know off hand but can get a flyer for him. He added that the information is available on both the Friends of the Selah Police Department Facebook page and the Chief for a Day Facebook page.

City Administrator Kelly requested that he send an email to the Council Members.

Recreation Manager Brown thought that the cost was \$65 per person of \$260 per team.

Mayor Gawlik wondered if it was scramble format.

Police Chief Hayes stated that he would get the flyer to Council.

Recreation Manager Brown said that the ball fields are well underway for summer use; they are in use this weekend with scheduled tournaments. He commented that they had five hundred kids and three thousand eggs for the egg hunt last weekend, and that there will be a bazaar held at the Civic Center on May 3rd.

Council Member Smeback wondered who was hosting the big ball tournament.

Recreation Manager Brown replied that GYGSA, the Sports Forum, and the Selah High boys and girls teams all have games.

Council Member Smeback asked if Eddie Allen from the Sports Forum rented fields.

Recreation Manager Brown responded in the affirmative, saying that they have six or seven tournaments this year.

Council Member Smeback inquired if it was Woods Field they rented.

Recreation Manager Brown responded in the affirmative.

Council Member Smeback wondered how much they paid for using the facility.

Recreation Manager Brown replied that the fee is \$350 per day plus maintenance, and that they are scheduled for nine games out there.

City Administrator Kelly noted that the maintenance fee is \$225.

Council Member Smeback asked how they rectify the field damage after it has been used.

Recreation Manager Brown City responded that the City grounds crew would be there to make sure it is raked. He said that he knows one issue was kids hanging off the batting cages, and that he has made it clear that if kids hang on them the City will no longer rent fields to them.

Council Member Smeback inquired if all nine games will be played on Woods Field.

Recreation Manager Brown replied that the high school team would use the field for one game on Saturday and four on Sunday.

Council Member Smeback asked if any of the tournament teams were from Selah.

Recreation Manager Brown responded that they are from all over.

Council Member Smeback wondered if there was a higher fee for out of towners.

Recreation Manager Brown responded in the negative, saying that they just charge the tournament fee for use of the facilities.

City Administrator Kelly noted that the rental fee for Carlon Park is \$550 for four fields, while the rental for Woods Field is \$350.

Council Member Smeback asked if staff followed up at the end of an event to get an idea of what cleanup was done.

Recreation Manager Brown replied that they have people out after each game to check and assess.

Clerk/Treasurer Novobielski said that April property tax receipts show a significant improvement over the lower than normal receipts in March.

Community Planner Davison stated that he is swamped at present and more keep coming in.

Council Member Smeback expressed his confusion of the action taken earlier regarding the OUA and wondered if the Ordinance had changed to require that people annex at the time they are granted an OUA.

Community Planner Davison responded in the negative.

Council member Smeback asked for confirmation that the City has never required this.

Community Planner Davison said that it is an option they encourage, but not a requirement.

Council Member Smeback noted that the proponent is requesting a sewer hookup only at this time.

Community Planner Davison remarked that, because of the proponent's expansion, the Health Department said that they would need to either enlarge their septic system or hook up to the City's sewer line. He wondered why the Council and Mayor would vote no on this particular property.

Mayor Gawlik stated that he firmly believes they should annex in.

Council Member Smeback asked why not have the Ordinance state that if that is what the majority of Council would like to see.

Council Member Sample agreed with Council Member Smeback.

Council Member Schmid commented that the majority of people coming to the City for an OUA haven't been requesting it for a property abutting City property.

Council Member Smeback said that the Ordinance spells out in writing the steps to take to request an OUA.

Council Member Schmid noted that the Ordinance doesn't say they have to annex, adding that in his personal view if the property is abutting the City they should annex in if they want services.

Council Member Smeback responded that the City is already charging 150% of the City rate and requiring documentation to record against the deed that will force them to annex at a later date.

Council Member Schmid wondered why not have them annex now.

Council Member Smeback asked why they should.

Council Member Tierney stated that it would be cheaper to annex now.

Council Member Schmid commented that our taxes are cheaper than living in the County.

Council Member Smeback said that if Council is going to dictate to them they need change the Ordinance to reflect that.

Council Member Tierney observed that they are all outside the City limits and not abutting them.

Council Member Sample commented that some are on Goodlander.

Council Member Tierney noted that those properties are not abutting the City limits.

Council Member Sample remarked that they should talk about it if they are going to change City policy.

Council Member Schmid said it was not changing policy.

Council Member Smeback felt that he was playing with words, adding that City staff went through the procedure and that Council decided to do something different.

Council Member Schmid said that he has been preaching that for as long as he's been there.

Council Member Smeback suggested that they change the Ordinance if they want to require annexation in these circumstances.

Council Member Schmid commented that today was the first time day other people felt that way and voted accordingly.

Council Member Overby felt that this is a quasi-judicial decision.

City Attorney Noe responded that it isn't a typical one; the matter is not coming before Council as a hearing body. He noted that he hasn't looked at the Ordinance in a long time and that he will review it.

Council Member Overby agreed with Council Members Smeback and Sample, adding that the Ordinance doesn't say if the proponent's property abuts City property that they must annex.

Council Member Tierney stated that Council has the authority and privilege to add additional requirements, and that what they did tonight was to say no because some prefer to see them annex into the City.

Council Member Smeback wondered if the City required them to hook up to water and sewer at the same time.

Community Planner Davison replied that the OUA is for both but they only wish to do sewer at this time.

Council Member Smeback said that, when one forces people to annex in a situation like this it creates bits and pieces around the City limits; a good annexation is taking blocks in at a time.

City Administrator Kelly commented that this would be an opportunity to chat and talk through the matter; they could have a study session with City Attorney Noe, Community Planner Davison and himself to talk through the issue and figure out what Council wants to do. He noted that this would allow staff to help citizens to understand what the City wants them to do for OUAs in the future.

Council Member Sample observed that the previous administration opted to have no additional OUAs for a period of time.

Council Member Smeback has good point re how irregular re City boundaries

Council Member Williams liked the idea of having a study session to look at the matter. She felt that one priority should be the City's water situation, and that it is a good time to look at it as the proponent could come back and ask for water at a later date.

Community Planner Davison responded that they have their own water supply.

Council Member Williams said that, if they agreed to it and had a water issue, then that should be taken into consideration. She commented that it is a good idea to have a study session on the matter.

Council Member Smeback remarked that the City has professional staff in the Public Works and Planning departments who review these and check on them, and that he has a hard time with Council Members going willy-nilly on this.

Council Member Williams felt that it was important to remember that the Council has the right to review and agree, not agree or amend any OUA requests.

Council Member Smeback commented that, as it wasn't amended, there is nothing for him to take to the proponent.

Public Works Director Henne said that one of the new hires started last Monday, and the other individual starts tomorrow. He noted that there would be a potluck and open house on May 6th for Diana Turner. He informed Council that Bartlett Avenue has been paved and is now open. He noted that he would be asking for acceptance of the project and a 60-day period of checking. He went on to say that the Goodlander reservoir is currently offline and empty and they are using the Valhalla reservoir in its place. He gave a brief update on the booster project, noting that most of the pipe is not connected yet, and that door hangers will be going out tomorrow to those homes that will be affected by the water shut-off. He remarked that the high school addition is almost complete; they have all of the outside improvements done, the sod laid down, and have repaired the damaged sidewalks. He noted that over 50 requests for underground locates have come in over the last week.

Mayor Gawlik inquired about the job ad in Sunday's paper.

Public Works Director Henne said that there was an ad in Sunday's paper for a Wastewater Treatment Plant (WWTP) mechanic to replace the individual transferring from the WWTP to utilities. He commented that he will be bringing the preliminary design plans for the Valleyview/Third/Southern Avenue project soon, and that he would like a consensus from Council on what they want the road section to look like.

Council Member Tierney remarked that bikes are not supposed to be on sidewalks.

Public Works Director Henne replied that State laws changed seven or eight years ago and it is now legal for bikes to use the sidewalk. He noted that the preliminary design plans would likely be brought to Council in June.

Council Member Tierney wondered if he'd talked to Matson Fruit about their trucks.

Public Works Director Henne responded that he mentioned it to one of the foremen and also that he has been keeping an eye out as well. He commented that he hasn't seen anything yet.

City Administrator Kelly informed the Council that the City currently has approximately eleven computers running on Windows XP. He said that, while Microsoft no longer supporting it, Yakima IT has numerous computers in various departments currently running on Windows XP and they will continue to support it. He noted that most of the computers running Windows XP are older and will be replaced within the next one to two years.

City Attorney Noe had no report.

Council took a ten minute recess.

4. Boards **None**

Q. Executive Session

1. 10 Minute Session – Property Acquisition RCW 42.30.110(1)(b)

Council went into Executive Session at 7:51pm. At 8:01pm, Council went back on the record. Mayor Gawlik stated that no action was taken during the Executive Session.

Council Member Schmid moved, and Council Member Smeback seconded, to authorize the Mayor to sign the Resolution expressing the City of Selah City Council's intent to acquire real property for public use and necessity and expressing the City Council's intent to utilize the City's power of eminent domain to condemn the property if necessary. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Schmid – yes; Council Member Sample – yes; Council Member Williams – yes. By voice vote, approval was unanimous.

R. Adjournment

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

The meeting adjourned at 8:02pm.

John Gawlik, Mayor

Paul Overby, Council Member

John Tierney, Council Member

Dave Smeback, Council Member

Allen Schmid, Council Member

EXCUSED

Brooke Finch, Council Member

Roy Sample, Council Member

Jane Williams, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer



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



COUNCIL MEETING ACTION ITEM

5/13/2014

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

5/13/2014 J – 1

Title: Public Hearing regarding the Renewal of a Six Month Moratorium for an additional Six Month Moratorium on the filing of Applications for Development Permits and Licensing for the Production, Processing, or Dispensing of Cannabis or Cannabis Products within the City limits

Thru: David Kelly, City Administrator

From: Dennis Davison, Community Planner

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: None

Funding Source: N/A

Staff Recommendation:

Conduct a public hearing on an extension of the 6 month moratorium as required by the Revised Code of Washington

Background / Findings & Facts:

The City desires to extend the moratorium an additional six months to provide the opportunity to fully consider and address the issues raised. A public hearing must be held within 60 days of the issuance of a moratorium.

Recommended Motion:

N/A



**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: |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10/8/2013 | Ordinance of the City of Selah, Washington, Establishing a Six Month Moratorium on the filing of Applications for Development Permits and Licensing for the Production, Processing, or Dispensing of Cannabis or Cannabis Products within the City limits; Declaring an Emergency; Requiring a Public Hearing be Set; Establishing an Effective Date; and Providing for Severability |
| 11/12/2013 | Resolution Establishing November 26, 2013 as the Date to Conduct a Public Hearing regarding a Six Month Moratorium on the filing of Applications for Development Permits and Licensing for the Production, Processing, or Dispensing of Cannabis or Cannabis Products within the City limits |
| 4/8/2014 | Ordinance of the City of Selah, Washington renewing a six month moratorium for an additional six months on the filing of applications for development permits and licensing for the production, processing, or dispensing of cannabis or cannabis products within the City limits; declaring an emergency; requiring a public hearing be set; establishing an effective date; and providing for severability |
| 4/22/2014 | Resolution Establishing May 13, 2014 as the Date to Conduct a Public Hearing regarding the Renewal of a Six Month Moratorium for an Additional Six Month Moratorium on the Filing of Applications for |



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Development Permits and Licensing for the Production,
Processing, or Dispensing of Cannabis or Cannabis
Products within the City Limits

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



COUNCIL MEETING ACTION ITEM

5/13/2014 M -1

Title: Resolution Adopting 2014 Comprehensive Emergency Management Program as the Official Emergency Response Plan for the City of Selah, Washington

Thru: David Kelly, City Administrator

From: David Kelly, City Administrator

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Approval of the CEMP

Background / Findings & Facts:

The Yakima Valley Office of Emergency Management updates their Comprehensive Emergency management Program for the Yakima Valley every few years per State requirements and disseminates the information to both municipalities and the county adopt via resolution. The original document is kept in the Emergency Operations Center at City Hall.



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



Recommended Motion:

Move to approve the Resolution Adopting 2014 Comprehensive Emergency Management Program as the Official Emergency Response Plan for the City of Selah, Washington

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: |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4/12/2010 | Adopting 2010 Comprehensive Emergency Management Program (CEMP) as the Official Emergency Response Plan for the City of Selah, Washington |
| 3/27/2007 | Resolution Adopting the 2007 Comprehensive Emergency Management Program as the Official Emergency Response Plan for Selah, Washington |
| 12/14/2004 | Resolution Adopting the 2003 Yakima County Comprehensive Emergency Management Program and the 2004 Multi-jurisdictional Hazard Mitigation Plan as the Official Emergency Response/Hazards Mitigation Plan for the City of Selah |

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RESOLUTION NO. _____

A RESOLUTION ADOPTING 2014 COMPREHENSIVE EMERGENCY
MANAGEMENT PROGRAM AS THE OFFICIAL EMERGENCY RESPONSE
PLAN FOR THE CITY OF SELAH, WASHINGTON

WHEREAS, the 2014 Yakima County Comprehensive Emergency Management Program meets state requirements for an emergency management program, and is the parent plan for response to emergencies in Yakima County; and

WHEREAS, the Yakima County Comprehensive Emergency Management Program (CEMP) and other supporting documents and plans, to include the flood response plan; Columbia Generating Station; hazardous materials, fixed and transportation; terrorism incident plan; USBR dams; transboundary animal disease of livestock; public health response plan; airport plan; wildland fire plan; and volcano plans provide a basis for coordinating emergency operations throughout every level of government in the Yakima Valley. The CEMP is required per RCW 38.52.070; and

WHEREAS, keeping the Yakima County Comprehensive Emergency Management Program up to date is timely and provides the umbrella needed to continue with active participation in both state and federal programs; and

WHEREAS, it is concluded that the adoption of the Yakima County Comprehensive Emergency Management Program is necessary and in the public interest;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that this 2014 Yakima County Comprehensive Emergency Management Program is hereby adopted as the official emergency response plan for the City of Selah, Washington.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 13th day of May, 2014.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Bob Noe, City Attorney

RESOLUTION NO. _____

Yakima Valley
Office of Emergency Management

2403 SOUTH 18TH STREET, UNION GAP WASHINGTON 98903
PHONE: (509) 574-1900 FAX: (509) 574-1901

April 22, 2014

Mr. John Gawlik Mayor
City of Selah
115 West Naches Ave
Selah, WA 98942

After a yearlong process the review and update of the 2014 Yakima County Comprehensive Emergency Management Program (CEMP), or plan, is complete and ready for your jurisdiction's adoption. The planning effort is pursuant to the requirement as identified in Revised Code of Washington (RCW) 38.52 and 39.34 and the Washington Administrative Codes 118.04, 118.30, and 296-62-3112. The CEMP is a living document as we learn more about our response and preparedness systems; modifications will be on going The Yakima Valley Office of Emergency Management considers the CEMP the strategic planning and policy document for major emergencies and/or disasters within the county.

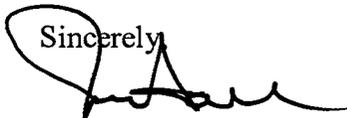
Maintaining an approved CEMP is required for the cities/towns and the county by RCW 38.52 and 39.34 and WAC 118.04, 118.30, and 296-62-3112. Cities/towns and the county are required to formally adopt the CEMP. To that end we have included a paper copy of the 2014 CEMP with an electronic copy included on a CD inside the cover. We will also be mailing a copy on a CD to your Fire and Police Chief's and your Public Works Director.

Charles Erwin, OEM's Senior Program Analyst, and myself will be available to you to provide assistance and guidance on the adoption process. We are prepared to formally present the CEMP to your council or commissioners to clear up any question you or others may have if needed. Charles's contact information is: Email; charles.erwin@co.yakima.wa.us and office; 509.574.1905 and my contact information is: E-mail jim.hall@co.yakima.wa.us and office 509-574-1904.

We are asking your help in adoption of the CEMP for your jurisdiction. We are asking you to complete the process by June 13, 2014. If you cannot make this timeline, please advise us.

Thank you for the continued support of this vital emergency management program.

Sincerely,



Jim Hall, Director

Attached please find:

- (1) A complete paper copy of the 2014 CEMP with a CD with the plan included
- (2) A Copy of the March 10, 2014 approval letter from WA State Emergency Management Division;
- (3) A Copy of your 2010 Resolution adopting the 2010 CEMP;
- (4) A Sample 2014 Adopting Resolution;

Member Jurisdictions

GRANDVIEW, GRANGER, HARRAH, MABTON, MOXEE, NACHES,
SELAH, SUNNYSIDE, TIETON, TOPPENISH, UNION GAP, WAPATO, YAKIMA, YAKIMA COUNTY, ZILLAH



STATE OF WASHINGTON
MILITARY DEPARTMENT
EMERGENCY MANAGEMENT DIVISION

MS: TA-20 Building 20
Camp Murray, Washington 98430-5122
Phone: (253) 512-7000 • FAX: (253) 512-7200

March 10, 2014

James W. Hall, Director
Yakima Valley Office of Emergency Management
2403 S 18th St., Ste. 200
Union Gap, WA 98903

Dear Director Hall:

Thank you for submitting the 2014 Yakima Valley Comprehensive Emergency Management Plan for Washington State Emergency Management Division (EMD) review required of emergency management organizations, as defined by RCW 38.52.070.

Our local jurisdiction plan review criteria measures a plan's consistency with the National Response Framework, the National Incident Management System, and the Washington State Comprehensive Emergency Management Plan, while complying with the content requirements of Chapter 118-30-060 WAC and Chapter 38.52.070 RCW. Our evaluation also takes into consideration the unique needs and circumstances of your jurisdiction. Based on these review factors, your plan meets the standards in most areas and exceeds in others. In addition to these requirements, we recommend using the Comprehensive Preparedness Guide (CPG) 101, Version 2; November 2010 as guidance for your next update. We attached specific recommendations to strengthen your plan based upon the review.

To ensure that your jurisdiction remains eligible for the Emergency Management Performance Grant (EMPG) funding program, please submit your maintenance schedule (in accordance with Chapter 118-09-030 WAC) as part of your annual EMPG application for funding. You will need to submit your updated Comprehensive Emergency Management Plan to EMD again in four years.

Congratulations on this significant endeavor. My point of contact for plan review and any emergency management planning assistance you may need is Karen Ferreira, (253) 512-7057.

Sincerely,

Robert Ezelle, Director

Enclosure (1)



CITY OF SELAH, WASHINGTON
RESOLUTION NO. 2146

A RESOLUTION ADOPTING THE 2010 COMPREHENSIVE EMERGENCY MANAGEMENT PROGRAM (CEMP) AS THE OFFICIAL EMERGENCY RESPONSE PLAN FOR THE CITY OF SELAH, WASHINGTON

WHEREAS, the City of Selah in conjunction with multiple jurisdictions and the Yakima Valley Office of Emergency Management (OEM) adopted a Comprehensive Emergency Management Program (CEMP) in 2007 to ensure compliance with the mandate of RCW 38.52.070;

WHEREAS, the OEM has updated the CEMP for 2010 and that CEMP is now ready for adoption;

WHEREAS, the 2010 Yakima County Comprehensive Emergency Management Program meets state requirements for an emergency management program, and is the parent plan for response to emergencies in Yakima County; and

WHEREAS, the Yakima County Comprehensive Emergency Management Program (CEMP) and other supporting documents and plans, to include the flood response plan; Columbia Generating Station; hazardous materials, fixed and transportation; terrorism incident plan; USBR dams; transboundary animal disease of livestock; public health response plan; airport plan; wildland fire plan; and volcano plans provide a basis for coordinating emergency operations throughout every level of government in the Yakima valley. The CEMP is required per RCW 38.52.070; and

WHEREAS, keeping the Yakima County Comprehensive Emergency Management Program up to date is timely and provides the umbrella needed to continue with active participation in both state and federal programs; and

WHEREAS, it is concluded that the adoption of the Yakima County Comprehensive Emergency Management Program is necessary and in the public interest;

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

The 2010 Yakima County Comprehensive Emergency Management Program is hereby adopted as the official emergency response plan for the City of Selah, Washington.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 12th day of April, 2011.

RESOLUTION NO. 2146



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



COUNCIL MEETING ACTION ITEM

5/13/2014 M – 2

Title: Resolution Authorizing the Mayor to Sign the Gravrock Outside Utility Agreement

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:

Recommends APPROVAL as the proposal is compliant with the criteria for water/sewer service outside the city limits and would eliminate one more on-site sewer system in the urban growth area.

Background / Findings & Facts:

At the previous meeting of the council the request for an Outside Utility agreement submitted by Mr. Gravrock was denied by a 4 to 3 vote of the council. Because of the tie vote of the council the Mayor had to vote to break the tie. Since that time the Mayor has received information regarding this matter sufficient to bring a reconsideration request to the council.

Recommended Motion:

Approval.



**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:

4/22/2014

Denial of the Resolution Authorizing the Mayor to Sign the Gravrock Outside Utility Agreement

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RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN
THE GRAVROCK OUTSIDE UTILITY AGREEMENT
(File: 171.60.14-01)**

WHEREAS, on April 22, 2014, the City Council of the City of Selah, WA. approved a municipal water and sewer Outside Utility Agreement (OUA) for petitioner David and Doris Gravrock; and,

WHEREAS, the municipal water and sewer OUA is limited in scope to serve the existing single family residence located on property legally described in the OUA on the date of execution of this agreement. Any future division of the property, or the construction of additions to the proposed new structure, or the construction of additional structures on the property (if said property is not located within the City) shall require a new outside utility agreement or the amendment of this agreement.

This Outside Utility Agreement is subject to the following three (3) specific conditions:

1. Existing 310 Driscoll Road address shall be modified to 310 South 16th Street.
2. The existing on-site septic tank and drain field system is to be abandoned in accordance with Yakima Health District regulations. (pumped and filled with sand)
3. Accept and sign the Irrevocable Property Covenant.

This agreement affects the following described property, to wit:

The south 517.64 feet of the east 210 feet of the Southeast Quarter of the Southeast Quarter of Section 34 Township 14 North, Range 18 East, W.M.
(Assessor's Parcel No. 181434-44004)

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorize to sign the Gravrock (171.60.14-01) Outside Utility Agreement in the form as is attached hereto and incorporated herein by reference and that this resolution and the outside utility agreement to be recorded in the Office of the Yakima Auditor.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 13th day of May, 2014.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

RESOLUTION NO. _____

CITY OF SELAH

OUTSIDE UTILITY AGREEMENT
STANDARD FORM

I. PARTIES: CITY OF SELAH, hereafter CITY; and, OWNERS, wherever used herein shall refer to the persons signing this agreement who state that they are all of the owners of the property described.

II. OWNERS' PROPERTY:

**Narrative Description: Section 34 Township 14 Range 18 Quarter SE:
S 517.64 FT OF E 210 FT OF SE1/4 SE1/4**

OWNERS:
DAVID A & DORIS L GRAVROCK

III. RECITALS: OWNERS apply to the City for domestic water and sewer service to the property described and in consideration of the furnishing of those services, OWNERS have made the subjoined agreements.

IV. AGREEMENT:

1. OWNERS shall pay, when due, to the City, all connection charges, service fees, future local improvement district assessments, if any, and any and all other charges and fees required by law to be paid for the service hereby applied for.

2. OWNERS shall take all necessary steps in cooperation with the City to obtain the approval of the Yakima County Boundary Review Board for the extensions of water and sewer service pursuant to the requirements of RCW 36.93.090(5).

3. OWNERS shall be responsible for compliance with the City of Selah SEPA Ordinance Chapter 11.40. All SEPA requirements must be met prior to the start of any construction.

4. Any future new construction, or future alterations, additions or repair, shall conform to any and all then applicable construction and zoning codes and all required permits shall be obtained from the CITY prior to the commencement of any work, all as if the property affected by this agreement were situated in the CITY; provided, no permit fees shall be charged or collected by the CITY for any permit for which a fee is charged by Yakima County. The CITY is granted the right to make reasonable inspections at reasonable times of the subject property, existing buildings, structures and improvements on the property.

5. The OWNERS shall comply with CITY laws concerning short platting and platting as if the property affected by this agreement were situated within the boundaries of the CITY.

6. The OWNERS agree to sign any and all notices, petitions and any other documents requested by the City concerning annexation to the City of the property described above. The OWNERS grant the City the right to record this document with the Yakima County Auditor to provide constructive notice to the general public and any successor or assign. The OWNERS agree that this document shall constitute a petition for annexation pursuant to RCW Chapter 35.13 and/or alternatively that they shall agree to sign any offered petition for annexation."

"If at the time of annexation the council has required the assumption of all or any portion of the City indebtedness of the property to be annexed, the OWNERS consents to that requirement by their signatures to this agreement."

"If at the time of annexation the City has adopted a comprehensive plan for the area to be annexed, the signatures to this agreement consent to that comprehensive plan."

"The OWNERS recognize that the City of Selah has adopted the "The City of Selah Urban Growth Area Comprehensive Plan" October 27, 1997.

7. The OWNERS agree this property will be used and/or developed in accordance with the comprehensive plan of the CITY as if the property were within the boundaries of the CITY.

8. The OWNERS agree that upon execution of this agreement that this agreement shall be recorded with the Yakima County Auditor, and shall constitute an agreement and covenant running with the property and shall be binding upon the OWNERS, their successors and assigns. Further, the OWNERS shall affirmatively disclose to any prospective successor in interest to this property this agreement.

9. The undersigned OWNER agree that in the event of a sale or transfer of the property affected by this agreement, they will, as a condition of such sale or transfer, require the purchaser, or other new owner, to sign a duplicate of this Outside Utility Agreement; and that this Agreement, and the promises made herein, do constitute a covenant running with the land described above and shall be binding on the undersigned OWNERS, their successors in interest to such property, and that this Agreement shall be filed for record in the office of the Yakima County Auditor.

10. The OWNERS agree that the subject property shall be developed to conform to the requirements of Selah Code Title 10 entitled "Zoning" and Title 11 entitled "Building Codes" together with any amendments to those Chapters preceding the development of the property.

11. In the event of breach by OWNERS of any provisions of this agreement, the OWNERS agree that the CITY may, in its discretion, summarily terminate or disconnect service.

DATED this 7 day of February, 1914

OWNERS

David Gravrock

CITY OF SELAH

Mayor

Doris Gravrock

Clerk-Treasurer

STATE OF WASHINGTON)
) ss.
County of Yakima

I, the undersigned Notary Public, in and for the State and County, do hereby certify that on this 7th day of February, 192014, personally appeared before me David Gravrock and Doris Gravrock to me known to be the individual(s) described in and who executed within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Luisa V. Lugo
NOTARY PUBLIC in and for the State
of Washington, residing at Yakima.

Luisa V. Lugo



**CITY OF SELAH CITY COUNCIL
STAFF REPORT**

Gravrock Outside Utility Agreement
April 15, 2014

FILE NO.: 171.60.14-01

PROPOSAL: Water and sewer outside utility agreement to serve an existing single family residence

PROPONENT: David and Doris Gravrock, husband and wife

LOCATION: 310 Driscoll Road (South end of South 16th Street)

HISTORY: The owner desires to expand the existing residence and the Yakima County Health District requires an expanded septic tank and drainfield or connection to public sewer. The Gravrock's prefer the public sewer alternative.

LAND USE

North: Residences

South: Orchard and open field

East: Residences

West: Open field

ZONING:

The site and other properties South and West of South 16th Street and Brader Road are zoned One Family Residential (R-1) by Yakima County

2005 SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN The site and adjacent properties are designated Low Density Residential (*maximum 5 dwelling units per acre*) on the Optimal Land Use Map.

ENVIRONMENTAL REVIEW: Not required.

APPLICATION AUTHORITY: Selah Municipal Code, Chapter 9.15 Service Outside City Limits.

**CRITERIA FOR WATER/SEWER SERVICE OUTSIDE CITY
LIMITS**

City water or sewer service may, at the discretion of the council, be extended outside the city of Selah limits, upon the following events occurring:

(1) The area to be served lies within the "Area of Mutual Planning Concern" as established by

Resolution 986; *(Staff comments: Site within urban growth area boundary)*

- (2) That the proposed extension of city water and sewer mains and system appurtenances conform to the city's comprehensive plans;
- (3) That the applicant has executed an outside utility agreement containing the following conditions, as a minimum:
 - (A) The agreement shall be executed by the property owner(s) and shall be recorded and constitute a covenant upon the land, *(Staff comments: Agreement executed)*
 - (B) The owner(s) shall pay all connection charges, service fees, etc. as prescribed by city ordinance when the service is applied for, *(Staff comments: All charges to be paid once OUA approved)*
 - (C) The owner(s) shall assist the city in taking the necessary steps to obtain the approval of the Yakima boundary review board, *(Staff comments: Included in executed Agreement)*
 - (D) The owner(s) shall comply with city ordinances concerning short or long platting and shall construct all improvements to city standards as if the property affected by this agreement were situated within the boundaries of the city, *(Staff comments: Included in executed Agreement. The Agreement limits service to the existing single family residence)*
 - (E) The owner(s) agree to sign in favor of any and all notices, petitions and any other documents requested concurrent with this agreement or at any time requested by the city leading to the annexation to the city of the property, *(Staff comments: Included in executed Agreement)*
 - (F) The agreement may also contain other conditions or covenants, as determined by the council to assure the orderly, planned development of the area. *(Staff comments: No specific conditions or covenants included in Agreement)*

UTILITIES: All private utilities are available.

TRANSPORTATION: The site abuts Driscoll Road (a private road recognized by Yakima County).

CITY POLICY: The City has exercised a policy of authorizing OUA's to serve residences with failing systems. In this instance it is an alternative to the continued use of on-site sewage disposal.

RECOMMENDATION: Staff recommends **APPROVAL** as the proposal is compliant with the criteria for water/sewer service outside the city limits and eliminates one additional on-site sewer system within the urban growth area. Approval should be subject to the following three (3)

conditions:

1. Existing 310 Driscoll Road address shall be modified to 310 South 16th Street.
2. The existing on-site septic tank and drain field system is to be abandoned in accordance with Yakima Health District regulations. (pumped and filled with sand).
3. Accept and sign the Irrevocable Property Covenant.



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



COUNCIL MEETING ACTION ITEM

5/13/2014 M – 3

Title: Resolution establishing May 27, 2014 as the Date to Conduct a Public Hearing to consider the Six Year Transportation Improvement Program for the Years 2015 to 2020

Thru: David Kelly, City Administrator

From: Joe, Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Staff is requesting the City Council to set a public hearing date of May 27, 2014 on the Six Year Transportation Improvement Program for the years 2015 to 2020.

Background / Findings & Facts:

N/A

Recommended Motion:

Set a 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: |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6/13/2013 | 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 | 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 |

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RESOLUTION NO. _____

RESOLUTION ESTABLISHING MAY 27, 2014 AS THE DATE TO CONDUCT A PUBLIC HEARING TO CONSIDER THE SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE YEARS 2015 TO 2020

WHEREAS, the Session Laws of 1949, State of Washington, require that cities of the State to establish a comprehensive street program for the improvement to secondary and collector arterial streets; and

WHEREAS, the City of Selah wishes to conduct a Public Hearing on an amendment to the Six Year Transportation Improvement Program for the years 2015 to 2020; and,

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

That May 27, 2014 at 6:30 p.m., or as soon thereafter as practical, in the Council Hearing Room, 115 W. Naches Avenue, Selah, WA. shall be set as the date, time and location of a public hearing to hear and decide on the Six Year Transportation Improvement Program for the years 2015 to 2020 provided as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, THIS 13TH DAY OF MAY, 2014.

John Gawlik, Mayor

ATTEST:

Dale Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

RESOLUTION NO.: _____

STATE TRANSPORTATION IMPROVEMENT PROGRAM 2015 TO 2020

- 1) EAST GOODLANDER ROAD (NORTH FIRST STREET TO NORTH WENAS ROAD)**
Reconstruct and widen existing two lanes, and add turn lane. Construct sidewalks, curb and gutter, storm drainage and street lights.
- 2) VALLEYVIEW AVENUE/SOUTH THIRD STREET/SOUTHERN AVENUE/SOUTH FIRST STREET**
Reconstruct and widen existing two lanes. . Acquire right-of-way as needed, construct sidewalks, curb and gutter, storm drainage, street lights & signalization.
- 3) PARK AVENUE (SOUTH FIRST STREET TO SOUTH THIRD STREET)**
Reconstruct and widen existing two lanes, sidewalk on both sides, curb and gutter, storm drainage and street lighting.
- 4) NORTH FIRST STREET GRIND & OVERLAY (FREMONT AVENUE TO GOODLANDER ROAD)**
Plane and overlay asphalt, and replace ADA ramps. Relocate signal pole.
- 5) SELAH PEDESTRIAN/BICYCLE PATH STUDY**
Pedestrian/bicycle path study. Use Wixson Park as a park and ride.
- 6) SOUTHERN AVENUE (SOUTH FIFTH STREET TO SOUTH THIRD STREET)**
Reconstruct and widen existing two lanes. Construct sidewalks, curb and gutter, storm drainage, street lights and signalization.
- 7) WEST GOODLANDER ROAD (NORTH FIRST STREET TO GOODLANDER DRIVE)**
Reconstruct and widen existing two lanes. Construct sidewalks, curb and gutter, and storm drainage.
- 8) SOUTH THIRD STREET (WEST NACHES AVENUE TO VALLEYVIEW AVENUE)**
Reconstruct road and add curb and gutter, drainage, sidewalks and grading. Acquire right-of-way.
- 9) EAST NACHES AVENUE (WENAS ROAD TO RAILROAD AVENUE)**
Drainage, replace curb and gutter, sidewalks on both sides, grading, paving, and street lighting.
- 10) NORTH FOURTH STREET (WEST FREMONT AVENUE TO WEST NACHES AVENUE)**
Construct curb and gutter, sidewalk, retaining wall, grading and paving.
- 11) VALLEYVIEW AVENUE & SOUTH FIFTH STREET (SOUTH THIRD STREET TO SOUTH FIFTH STREET TO SOUTHERN AVENUE)**
Clearing, grubbing, grading, sidewalk, curb and gutter, storm drainage, and street lighting.
- 12) SOUTH WENAS (AVENUE) ROAD (EAST FIFTH AVENUE TO EAST ELEVENTH AVENUE TO SOUTH FIRST STREET)**
Grading and paving three lanes, sidewalk on one side, curb and gutter, storm drainage and street lighting



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



COUNCIL MEETING ACTION ITEM

5/13/2014 M – 4

Title: Resolution Authorizing the Mayor to Sign an Interagency Agreement between the City of Selah and the Washington State Department of Enterprise Services to Provide Energy Conservation Project Management

Thru: David Kelly, City Administrator

From: Joe, Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: No out of pocket cost unless the proposal is approved

Funding Source: N/A

Staff Recommendation:

Requesting approval of an Interagency Agreement between the City and the Department of Enterprise Services (DES) to provide Energy Conservation Project Management

Background / Findings & Facts:

This process will look City wide for energy conservation; but will focus on blower replacement at the treatment plant. The agreement is to provide for work as outlined in Attachment A and will be reimbursed as in Attachment B as shown in the attached Interagency Agreement. Attached is an overview of the “Process.” The Process starts at the six o’clock position and goes clock-wise. The city will review the Preliminary Audit and up to that part in the process



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



there is no out of pocket cost to the City. If the proposal is approved then the process proceeds and cost will then be added onto the project cost.

Recommended Motion:

Approval

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:

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RESOLUTION NO.

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN
INTERAGENCY AGREEMENT BETWEEN THE CITY OF SELAH AND
THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE
SERVICES TO PROVIDE ENERGY CONSERVATION PROJECT
MANAGEMENT.

WHEREAS, The City of Selah wishes to contract with Washington State Department of Enterprise Services to look City wide for energy conservation, and

WHEREAS, the focus will be on blower replacement at the treatment plant, and

WHEREAS, the City will review the Preliminary Audit overseen by the Washington State Department of Enterprise Services at no out of pocket cost to the City, and

WHEREAS, if the Preliminary Audit is approved then the project will move forward, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor is authorized to sign the Interagency Agreement with the Washington State Department of Energy Services, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 13th day of May, 2014.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Bob Noe, City Attorney

RESOLUTION NO. _____

Interagency Agreement

Date: April 30, 2014

Department of Enterprise Services

Interagency Agreement No: K2813

**Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and the
City of Selah**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and the City of Selah, hereinafter referred to as the "CLIENT AGENCY".

The purpose of this Agreement is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CLIENT AGENCY and to authorize the development of the energy services proposal.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

2. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

The CLIENT AGENCY shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with the requirements established under federal grants, the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

3. Period of Performance

Subject to its other provisions, the period of performance of this master Agreement shall commence when this Agreement is properly signed, and be completed on **December 31, 2017** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the ESCO.

If monitoring and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

5. Billing Procedure

DES shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES will invoice for any remaining services within 60 days of the termination of this Agreement.

6. Payment Procedure

The CLIENT AGENCY shall pay all invoices received from DES within 90 days of receipt of properly executed invoice vouchers. The CLIENT AGENCY shall notify DES in writing if the CLIENT AGENCY cannot pay an invoice within 90 days.

7. Non-Discrimination

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. DES shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of DES's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and DES declared ineligible for further Agreement with the CLIENT AGENCY. DES shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

8. Records Maintenance

The CLIENT AGENCY and DES shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. DES will retain all books, records, documents, and other material relevant to this agreement for six years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

9. Contract Management

- a. The CLIENT AGENCY Representative on this Agreement shall be:

Joe Henne, Public Works Director
City of Selah
222 S. Rushmore Rd.
Selah, WA 98942
Telephone (509) 698-7365

The Representative shall be responsible for working with DES, approving billings and expenses submitted by DES, and accepting any reports from DES.

b. The DES Project Manager on this Agreement shall be:

Todd Flynn
Department of Enterprise Services
Facilities Division
Engineering and Architectural Services
PO Box 41476
Olympia, WA 98504-1476
Telephone (360) 407-9375

Todd Flynn will be the contact person for all communications regarding the conduct of work under this Agreement.

10. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. Agreement Alterations and Amendments

The CLIENT AGENCY and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CLIENT AGENCY and DES or their respective delegates.

12. Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined in the following manner: The CLIENT AGENCY shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. The CLIENT AGENCY and DES shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

14. Order of Precedence

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions

- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees; and Attachment "C", Monitoring Services Scope of Work, and
- d) Any other provisions of the Agreement incorporated by reference.

15. All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AUTHORIZATION TO PROCEED

Agreed to and signed by:

City of Selah

**Department of Enterprise Services
Facilities Division
Engineering & Architectural Services**

Signature

Signature

Name

William J. Frare, P.E.

Name

Title

Public Works Administrator

Title

Date

Date

The Department of Enterprise Services provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats. For more information, please call Andrea Faust at (360) 407-9365.

K2813IAAaf

ATTACHMENT A

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2013-133

DES will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B

Fee Schedule

2013-15 Interagency Reimbursement Costs
for Project Management Fees to Administer
Energy/Utility Conservation Projects

| <u>TOTAL PROJECT VALUE</u> | <u>PROJECT MANAGEMENT FEE</u> | <u>TERMINATION</u> |
|------------------------------|-----------------------------------|--------------------|
| 5,000,001.....6,000,000..... | \$66,000..... | 25,700 |
| 4,000,001.....5,000,000..... | 65,000..... | 25,400 |
| 3,000,001.....4,000,000..... | 64,000..... | 25,000 |
| 2,000,001.....3,000,000..... | 60,000..... | 23,400 |
| 1,500,001.....2,000,000..... | 56,000..... | 21,800 |
| 1,000,001.....1,500,000..... | 49,500..... | 19,300 |
| 900,001.....1,000,000..... | 42,000..... | 16,400 |
| 800,001.....900,000..... | 39,600..... | 15,400 |
| 700,001.....800,000..... | 36,800..... | 14,400 |
| 600,001.....700,000..... | 35,000..... | 13,700 |
| 500,001.....600,000..... | 32,400..... | 12,600 |
| 400,001.....500,000..... | 29,000..... | 11,300 |
| 300,001.....400,000..... | 24,800..... | 9,700 |
| 200,001.....300,000..... | 19,800..... | 7,700 |
| 100,001.....200,000..... | 13,800..... | 5,400 |
| 50,001.....100,000..... | 7,500..... | 3,500 |
| 20,001.....50,000..... | 4,000..... | 2,000 |
| 0.....20,000..... | 2,000..... | 1,000 |

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CLIENT AGENCY decides not to proceed with the project through DES.
3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

ATTACHMENT C

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2013-133

If requested DES will provide the following monitoring services for each specific project for the CLIENT AGENCY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.

What is Energy Savings Performance Contracting?

It's a method of identifying, implementing and financing energy and utility efficiency projects. By leveraging utility savings along with grants and capital dollars, projects can typically be funded within existing budgets.



Solar roof at Clark County Jail

The DES Energy Program provides:

- Access to pre-qualified energy service companies (ESCOs)
- Experienced energy engineers to assist in identifying savings opportunities to guide you through the process
- Quality control oversight
- Standardized documents

By focusing on the project's *performance*, most of the risks associated with the design, bid and build process are eliminated.

Types of projects:

- Energy-efficient lighting (includes LED traffic signals)
- Boiler and chiller systems
- High-efficiency HVAC systems
- Motor and pumping systems
- Water conservation improvements
- Renewable energy projects (i.e., ground source heat pumps, solar PV, bio-mass, small wind, and co-generation)

Who are our clients?

- State and local governments (cities, counties, ports)
- Colleges and universities
- Public school districts
- Hospitals, health districts, libraries and more



Cooling towers



Before and after lighting at West Valley School District, Yakima

Success story: West Valley School District

The above picture shows how we can improve your building's lighting, while also reducing your energy consumption. The project provided similar lighting improvements in classrooms and gymnasiums in 12 of the district's buildings.

Annual Costs Savings: **\$54,800**

Success story: Washington State University

Lighting upgrades were installed campus wide, along with a new central chilled water plant and various HVAC improvements.

Annual Cost Savings: **\$1,603,200**

"Eight years and \$40 million in completed projects attest to the benefits that our partnership with the GA Energy Program has provided."

Terry Ryan,
Director, Energy Systems Operation, WSU

Why work with us?

With more than 25 years of experience, our engineers have the expertise to help lead you through the process. We will evaluate and explain the ESCO audit proposal, then help manage the project. You select the ESCO, contractors and equipment.

Our accomplishments:

- Completed over \$500 million in public facility efficiency projects since 1986
- Saved customers nearly \$30 million in annual energy costs
- Helped customers receive nearly \$42 million in utility grant funds

How do DES customers benefit?

- Guaranteed energy savings
- Guaranteed construction costs
- Guaranteed equipment performance
- Improved comfort for building occupants
- Maximized utility grant opportunities
- Energy Star rating assistance
- Energy and carbon reduction goal assistance

Other DES Energy Program services:

- Building Commissioning
- Energy Benchmarking
- Energy Life Cycle Cost Analysis (ELCCA)
- LEED Quality Assurance

For more information:

Department of Enterprise Services
Facilities Energy Program:

www.des.wa.gov/services/facilities/Energy
(360) 407-9372 or
(360) 902-7272



Energy Savings Performance Contracting

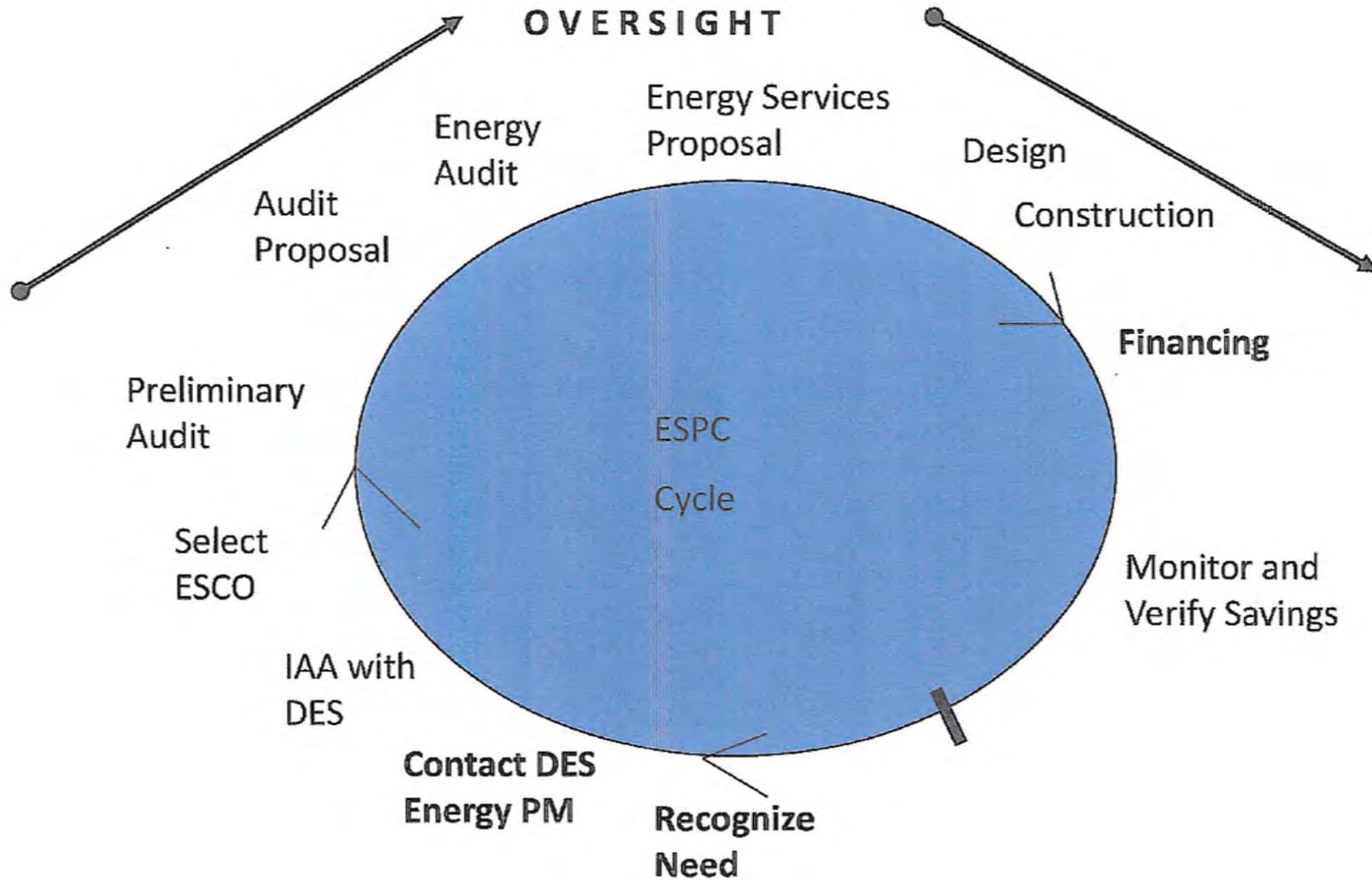
Using energy savings to
fund capital improvements



**A service for public facilities
Managed by the DES Energy Program**



Process





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



COUNCIL MEETING ACTION ITEM

5/13/2014 M – 5

Title: Resolution Authorizing the Mayor to Sign an Intergovernmental Local Agreement for Stormwater Permit Compliance Activities between Yakima County and the Cities of Selah, Union Gap and Sunnyside

Thru: David Kelly, City Administrator

From: Joe, Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: \$13,900.00

Funding Source: Sewer Fund 415

Staff Recommendation:

Public Works is requesting approval of the proposed Intergovernmental Local Agreement for Stormwater Permit Compliance Activities between Yakima County & the Cities of Selah, Union Gap and Sunnyside. Public Works wants to work with Yakima to administer and manage our new Eastern Washington Phase II Municipal Stormwater General Permit from the Dept. of Ecology (DOE).

Background / Findings & Facts:

Recently the Department of Ecology has encouraged the City of Selah to take a look at getting involved with the Regional Stormwater Group. The Department of Ecology feels that Selah would benefit from being a regional participant in the stormwater undertaking.



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



Recommended Motion:

Approval

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:

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

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RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN
INTERGOVERNMENTAL LOCAL AGREEMENT FOR STORMWATER
PERMIT COMPLIANCE ACTIVITIES BETWEEN YAKIMA COUNTY
AND THE CITIES OF SELAH, UNION GAP AND SUNNYSIDE

WHEREAS, the City of Selah would like to enter the regional partnership with the County and Cities of Union Gap and Sunnyside, to comply with the State of Washington's Eastern Washington Phase II Municipal Stormwater General Permit, and,

WHEREAS, the Department of Ecology has encouraged the City of Selah to participate with the Regional Stormwater Group, and

WHEREAS, the City will work with Yakima to administer and manage the new Eastern Washington Phase II Municipal Stormwater General Permit from the Department of Ecology, and

WHEREAS, the County and Cities have agreed that the County would administer and manage a Permit as the primary permittee with Cities as co-permittees for the respective Municipal Separate Storm Sewer Systems; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor is authorized to sign the Intergovernmental Local Agreement for Stormwater Permit Compliance Activities between Yakima County and the Cities of Selah, Union Gap and Sunnyside, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 13th day of May, 2014.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Bob Noe, City Attorney

RESOLUTION NO. _____

INTERGOVERNMENTAL LOCAL AGREEMENT
FOR STORMWATER PERMIT COMPLIANCE ACTIVITIES
BETWEEN
YAKIMA COUNTY
AND
THE CITIES OF
SELAH, UNION GAP AND SUNNYSIDE
May, 2014

THIS AGREEMENT is made and entered into between Yakima County, a municipal corporation of the State of Washington, hereinafter referred to as “County”, and the Cities of Selah, Union Gap and Sunnyside, all being municipal corporations, hereinafter referred to as “Selah”, “Union Gap” and “Sunnyside” respectively, or “Cities” when it includes all, or “City” when it is either Selah, Union Gap or Sunnyside; and,

WHEREAS, Yakima County and the Cities are required to comply with the State of Washington’s Eastern Washington Phase II Municipal Stormwater General Permit, hereinafter referred to as “Permit”; and,

WHEREAS, the County and Cities acknowledge the financial and consistency benefits of a regional plan and agree to apply as primary and co-permittees to meet the Permit requirements of regulated small MS4s, as allowed under the Permit; and,

WHEREAS, the County and Cities have agreed that the County would administer and manage a Permit as the primary permittee with Cities as co-permittees for the respective Municipal Separate Storm Sewer Systems; and,

WHEREAS, the County and Cities under RCW Chapter 39.34, have the legal authority to enter into interlocal agreements for the sewerage and stormwater management programs within its boundaries consistent with relevant laws; and,

WHEREAS, the County and Cities have authority to operate and maintain storm and surface water management systems and many other services as provided for under their relevant laws; and,

WHEREAS, the County and Cities of Union Gap and Sunnyside have enjoyed a strong and effective partnership under an existing ILA since 2007 as members of the Regional Stormwater Policy Group; and,

WHEREAS, the County and the Cities of Union Gap and Sunnyside have realized significant savings and cost avoidance in the regional stormwater program partnership; and,

WHEREAS, the County and the Cities would like to continue the regional stormwater approach for public benefit; and,

WHEREAS, the City of Selah would like to enter the regional partnership with the County and Cities of Union Gap and Sunnyside,

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties hereto, it is agreed as follows:

Section 1. Definition of Terms

Wherever the following terms are used in this agreement they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. Area of Geographic Responsibility for the Cities means the City limits as they exist at the time of execution of this ILA and as they may be amended during the existence of this Agreement. The Area of Geographic Responsibility for the County is the extent of the County Stormwater Utility, as described by YCC 12.09 and as modified. The area does not include the city limits of other cities within the county who may be a single permittee or are otherwise exempt from the Eastern Washington Phase II Municipal Stormwater Permit.
- B. BMP means Best Management Practice and may include, but is not limited to, a schedule of activity, prohibition of practice, maintenance procedure, and structural and/or managerial practice that, when used singly or in combination, prevents or reduces the release of pollutants and other adverse impacts to receiving waters.
- C. Board or BOCC means the Board of Yakima County Commissioners, its governing body.
- D. Capital Improvement Project (CIP) is a constructed project facility such as a road improvement or stormwater control facility that is generally of a durable nature.
- E. Chief Executive Officer (CEO) means the designated City official responsible for managing the day-to-day business affairs of City. This is either the City Manager for Council-Manager or Mayor for Mayor-Council city government.
- F. Council means the City Council, governing body of a City.
- G. Ecology means the Washington State Department of Ecology.
- H. Municipal Separate Storm Sewer System (MS4) means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) owned or operated by the Parties that is designed or used for collecting or conveying stormwater; which is not a combined sewer; and which is not part of a sanitary sewer.
- I. Operation and Maintenance (O&M) means the regular performance of work and corrective measures taken to repair facilities.
- J. Person means the State of Washington, any individual, public or private corporation, political subdivision, governmental agency, municipality, industry, co-partnership, association, firm, trust, estate or any other legal entity whatsoever.
- K. Party(ies) means the individual or collective members of this Interlocal Agreement: Yakima County, City of Selah, City of Union Gap, City of Sunnyside.
- L. Public Services Director means the designated County official responsible for managing the RSPG business affairs for Yakima County.

- M. Regional Stormwater Policy Group (RSPG) is an organization formed consisting of elected official representatives from the Parties whose main purpose is to review and make recommendations on regional stormwater policies required under the Permit as well as to assist in dispute resolution between the Parties.
- N. Total Maximum Daily Load (TMDL) means a site-specific allocation of water-borne pollutants from all sources to a particular receiving water to comply with the State's surface water quality criteria.
- O. Underground Injection Control (UIC) means a well that is a manmade subsurface fluid distribution system designed to discharge fluids into the ground and consists of an assemblage of perforated pipes, drain tiles, or similar mechanisms, or a dug hole that is deeper than the largest surface dimension (WAC 173-21-030). UIC systems include drywells, pipe or French drains, drain fields, and other similar devices that are used to discharge stormwater directly into the ground.

Section 2. Transfer of Responsibility

A. Purpose. The purpose for this Agreement is for the Cities to transfer the responsibility and authority for the management of the Permit to the County with certain responsibilities retained by the Cities as specified in Appendix A of this document. The responsibilities of the Parties are defined in this Section and Appendix A.

B. Limitations. The ownership and maintenance of facilities remains the responsibility of the Parties within their respective jurisdictions unless specifically noted otherwise. The following stormwater program items for each Party, are not covered under this Agreement and are not included in the estimated program costs:

- Stormwater Equipment Funding
- CIP Funding
- Program Funding Mechanism
- Stormwater Program Reserve Funding
- UIC Program requirements of Chapter 173-218 WAC

C. Division of Responsibilities

1. County will administer the Permit with the Cities maintaining specific functions, as defined in Exhibit A.
2. Parties will collect rates within their respective jurisdictions to support the Permit and program activities defined by this Agreement.
3. Cities will provide those items and activities to the County necessary to run the program and maintain compliance in accordance with the Permit schedule, formats developed in accordance with Section 3B of this Agreement and annual reporting requirements.

4. During the term of this Agreement, Parties will maintain all stormwater facilities at a level as specified in the Permit and in order to retain Permit compliance.

Section 3. Ordinances, Plans, and Standards.

A. The Permit requires implementation of ordinances that prohibit illicit discharges to the MS4, require erosion and sediment controls at construction sites, and require post-construction stormwater controls at new development and re-development sites. Cities agree to notify County of apparent violations of the subject ordinances of which it has knowledge, and which may constitute a violation of the Permit.

B. The County will implement the requirements described in the Permit as the primary permittee of the Parties in this Agreement. In order for the County to successfully meet the Permit requirements, the County will specify the data format and timeline for those items and activities that Cities will provide to the County that are necessary to run the program and maintain compliance in accordance with the Permit schedule (Appendix A). Cities will then provide all required information in accordance with the requested format and timeframe.

Section 4. Procedure for Modifying the Division of Responsibilities

A. Responsibilities defined in this Section and Exhibit A may be modified from time to time with approval in writing by each City CEO and the Public Services Director.

B. Responsibilities defined in this Section and Exhibit A may be modified after mutual agreement with Cities and determining the change is necessary to comply with state and/or federal permits, laws and/or regulations. County shall not change the scope of Cities responsibilities without mutual agreement with Cities unless there is a change in the Permit or the Cities have failed to correct any identified instances of nonperformance related to said Permit.

C. Upon reasonable notice from the Cities to the County or from the County to the City(ies), the County may assume or relinquish responsibility for any portion of the program defined in this Section and Exhibit A. Reasonable notice shall be at least six (6) months, unless mutually agreed to in writing by County and Cities. Corresponding adjustments to the cost allocation shall be made at the same time to reflect the change in responsibility upon implementation of such changes. Parties shall be responsible for correcting or paying to have corrected any deficiencies from non-performance of the programs under their respective responsibility.

D. If Cities' responsibilities are not performed in a timely manner and County determines that such tasks must be performed, County may, at its sole discretion after consulting with the CEO(s) of said Cities, perform such tasks and add the cost to charges otherwise due from the responsible Cities.

Section 5. Additional Party Responsibilities

A. In order for the County to fulfill the requirements of the Permit, it is anticipated that the County will occasionally require access to the Cities' MS4. Cities will allow the County access at any reasonable time upon reasonable notice to facilitate permit compliance within City and City Area of Geographic Responsibility.

- B. The Parties will continue to participate in the RSPG to coordinate the regional stormwater quality effort. The RSPG shall meet as needed, to discuss status of permit compliance and address specific policy questions that may arise.
- C. The Parties will participate in the RSWG. The RSWG will meet monthly to ensure open communication between the co-permittees and Ecology, and to discuss and approve actions for Yakima County to carry out the tasks identified in this ILA.
- D. UIC Program. Where UICs are a part of the public MS4, the Parties will manage them and report their activities in accordance with the terms of this agreement and the Permit. This does not relieve the Parties from other UIC requirements under the UIC Program administered by Ecology. (Exhibit A)
- E. Parties will perform maintenance or CIP within their area of geographic responsibility when permit activities indicate a permit violation.
- F. Parties will use existing and future equipment sharing agreements when possible rather than purchase new equipment to keep stormwater O&M costs down.

Section 6. Determination of Costs; Operating Procedures and Rules Relating to Expenses

A. Determination of Costs and Division of Expenses

1. Unless otherwise identified, the Costs to complete tasks identified in this agreement and Exhibit A will be distributed on the following percentage basis, as agreed to by the Parties and based on relative numbers of households in each community:
 - Yakima County 51%
 - City of Selah 14%
 - City of Union Gap 13%
 - City of Sunnyside 22%
2. Upon request, some tasks identified in this agreement and Exhibit A will be billed on a case by case basis to a specific City, such as: construction plan review, post-construction plan review, illicit discharge investigation, and specific training events outside the scope of this agreement. These activities must be requested in writing by the City, acknowledged by the County, and will be billed at actual County wages with fringe benefits and overhead.
3. The distribution of costs will remain fixed for the duration of this agreement, per Section 6.A.1 above. In the event one or more of the Parties withdraws from this Agreement, the Parties shall update said Section.
4. Not later than May 15 annually, the Public Services Director shall prepare a report of the costs associated with the past permit period (February 16 - February 15), and a forecast of the cost predicted for the next permit period.
5. The County will bill for its services monthly for actual wages and benefits expenditure basis plus overhead.

6. In the event a Party withdraws from or is for any reason removed from this Agreement, then that Party shall be financially responsible for the actual percentage of that Party's total annual costs that have been expended or obligated under the Agreement on that Party's behalf as of the date of withdrawal or removal. A Party's unpaid obligations or overpayments under this subsection shall be fully compensated to the appropriate Party within forty five (45) days of the withdrawal or removal. The County's financial records for this Agreement shall be relied upon for determinations required under this subsection.

B. Operating Procedures Relating to Expenses

1. The County shall establish separate accounting codes for the purpose of tracking all expenses and service charges pursuant to the Agreement.
2. The Parties may at any reasonable time upon reasonable notice inspect and audit the books and records of the County with respect to matters within the purview of the Agreement.
3. The Parties shall each prepare and submit to the County a performance report of the Permit functions for which each is responsible. The requirements, frequency and content of the performance report will be specified in a format to be developed in accordance with Section 3B of this Agreement.
4. The Cities shall pay the monthly service charge to the County no later than the 15th day of each month.
5. Payments from Cities to the County overdue by sixty (60) days will be considered late.
6. Interest may accrue on late monthly payments to the County as specified in Section 6.B.6 of this Agreement at a rate of 1.25 times the monthly Local Government Investment Pool (LGIP) earnings rate as posted for the previous month, and will be applied each month to the unpaid balance.

C. Parties will report total stormwater program income and expenses using the Standardized Income and Expense Categories for Budget Reporting format found in Appendix A. At a minimum, parties will report annual total program income and expenses for each calendar year, due to the County no later than March 30. The County will compile the reports and include the reports with the annual budget report identified in Section 6.A.4 (above). The RSPG may request reports more frequently.

D. Ecology permit fees are billed to regional co-permittees by identifying the co-permittee with the largest number of households, and billing that Party at the standard Ecology Stormwater Permit rate for that municipality. As the largest party, Yakima County will submit bills to the other Parties for their respective share of the Ecology Stormwater Permit fee, according to the cost sharing schedule identified in Section 6.A.1.

Section 7. Administrative and Operating Provisions

- A. **Insurance.** Each Party shall obtain and maintain in full force and effect for the term of this agreement, at its own expense, comprehensive general liability and automobile insurance policies for bodily injury, to include death and property damage, including coverage for owned, hired or non-owned vehicles, as applicable, for the protection of the Party, its elected and appointed officials, officers, agents, employees and volunteers. The policies shall be primary policies, issued by a company authorized to do business in the State of Washington, or in City or County Risk Pool and providing single limit general liability coverage of \$2,000,000 and separate automobile coverage of \$1,000,000 or the limit of liability contained in State law, whichever is greater. If either party is unable to obtain insurance as required by this paragraph, the Parties shall cooperate on amending this Section to require types and levels of insurance that are available. The certificates shall provide that the other Parties will receive thirty (30) days written notice of cancellation or material modification of the insurance contract at the address listed below. Each Party shall provide certificates of insurance to the other Parties prior to the performance of any obligation under this agreement. If requested, complete copies of insurance policies shall be provided to the other Parties. Each Party shall be financially responsible for their own deductibles, self-insurance retentions, self-insurance, or uninsured risks.
- B. **Indemnification.** This agreement is for the benefit of the Parties only. Each Party agrees to indemnify and hold harmless the other Parties and their elected officials, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property or the environment on account of or rising out of the operation of this Agreement, by the indemnifying Party, including the performance or non-performance of duties under this Agreement, or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying Party and its officers, employees, and agents. In addition, each Party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of that Party under this agreement. Inability to perform a required activity or to properly perform due to insufficient information or direction from the County per the agreements set forth herein is not a negligent act, omission or willful misconduct of the Party charged with said performance. Performance of any activity in compliance with this agreement, the permit, or the Standards as adopted by the Parties is not a negligent act or omission or willful misconduct.
- C. **Notice of Violation or Fine.** The Parties acknowledge that County , as lead agency, may receive notices of violation or fines from state or federal agencies for violations of state or federal rules. As the lead agency and the entity that establishes Standards and controls payment, County shall be responsible for responding to notices of violations. County shall invite the responsible City to participate in any discussions with state and federal agencies regarding notices of violation involving City actions or responsibility. The responsible City will cooperate with County in the investigation and response to any notice of violation involving actions relating to actions or responsibilities of the City. County settlement of permit disputes with Ecology that involve Cities shall be only with consent of said Cities. If

a fine is imposed, the responsible City shall pay the fine to the extent that the fine results from non-performance of adopted programs or non-compliance with County, state, or federal rules or policies by the City and those acting on behalf of the City. The City shall pay prior to the date due for payment of the fine. If more than one Party is responsible, each responsible City's responsibility for payment will be allocated based on the degree of responsibility and degree of fault of each responsible City. Disputes over the amount a Party is responsible for shall be resolved by the dispute resolution process set out in Section 8 of this Agreement.

- D. Delegation. Nothing in this Agreement shall be construed as a limitation upon or delegation of the statutory and home rule powers of any City participating in this Agreement, nor as a delegation or limitation of the statutory powers of County. This Agreement shall not limit any right or remedy available to Cities or County against third parties arising from illegal acts of such third parties.

Section 8, Dispute Resolution; Remedies

- A. In the event of a dispute between the Parties regarding their respective rights and obligations pursuant to this Agreement, the disputing Parties shall first attempt to resolve the dispute by negotiation. If a dispute is not resolved by negotiation, the exclusive dispute resolution process to be utilized by the Parties shall be as follows:
1. Step 1. Upon failure of those individuals designated by each Party to negotiate on its behalf to reach an agreement or resolve a dispute, the nature of the dispute shall be put in writing and submitted to City's CEO and the County Public Services Director, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's CEO and the County Public Services Director, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representative. If not resolved in thirty (30) days, this issue may be taken to Step 2.
 2. Step 2. Upon failure of the City's CEO and the County Public Services Director to negotiate on its behalf to reach an agreement or resolve a dispute as provided in Step 1, the nature of the dispute shall be put in writing and submitted to the respective officials of the RSPG, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's CEO and the County Public Services Director, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representatives. If not resolved in thirty (30) days, this issue may be taken to Step 3.
 3. Step 3. In the event a dispute cannot be resolved at Step 2, the Parties shall submit the matter to mediation. The Parties shall attempt to agree on a mediator. In the event they cannot agree, the Parties shall request a list of five (5) mediators for the American Arbitration Association, or such other entity or firm providing mediation services to which the Parties may further agree. Unless the disputing Parties can mutually agree to one mediator from the list provided, each Party shall strike a name in turn, until only one

name remains. The order of striking names shall be determined by lot. Any common costs of mediation shall be borne equally by the disputing Parties, who shall each bear their own costs thereof. If the issue is resolved at this step, a written determination of such resolution shall be signed by both Parties. Resolution of an issue at this step requires concurrence by both Parties.

3. Step 4. If any dispute is not settled in Step 3, either Party may request binding arbitration. The Parties shall agree, within ten (10) days, on an arbitrator who shall be an attorney licensed to practice law in Washington (or a retired attorney) or a retired Washington judge, to resolve the dispute. If they are unable to agree on an arbitrator within ten (10) days, then each Party shall appoint an arbitrator. The two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of the choosing of the prior arbitrator, then either Party may apply to the presiding judge of the judicial district of Yakima County to appoint the required arbitrator. The arbitrator(s) shall proceed according to the Washington statutes governing arbitration, and the award of the arbitrator(s) shall have the effect therein provided. The arbitration shall take place in Yakima County. Costs of a single or any third arbitrator shall be shared equally by the Parties. Each Party shall pay their own arbitrator. The arbitrators may allow discovery, as provided by Washington law and may grant any remedy or relief which the arbitrator(s) deem just and equitable and within the scope of the agreement of the Parties, including, but not limited to, specific performance of any obligation created under the agreement, any interim or provisional relief that is necessary to protect the rights or property of the Parties, or imposition of sanctions for abuse or frustrations of the arbitration process.

B. Parties may mutually agree in writing to waive any of the above steps, or to enter into alternate processes or additional processes.

Section 9. Attorney Fees

In the event any Party shall institute arbitration as set forth in this Agreement (or any other dispute resolution proceeding) against any other Party to this Agreement, in any way arising out of, connected with or relating to this Agreement, the prevailing Party in that arbitration (or any other dispute resolution proceeding) shall be entitled to recover, in addition to all other appropriate relief, the prevailing Party's costs and reasonable attorney fees incurred in that arbitration (or any other dispute resolution proceeding), said amount to be set by the arbitrator (or courts) before which the matter is tried, heard or decided.

Section 10. Modifications or Amendments

No amendment, change or modification to this Agreement shall be valid, unless in writing and adopted and signed by all the Parties hereto.

Section 11. Final Agreement/Merger

This Agreement contains the final and entire agreement between the Parties and is entered into with the understanding that all prior discussions, representations and agreements are merged into this Intergovernmental Agreement.

Section 12. Duration

This Agreement is from date of last signature in 2014 through the end of the current permit on July 31, and for the duration of the next permit, effective August 1, 2014 through July 31, 2019, and for any extensions that may extend the next permit requirements beyond July 31, 2019 until a new permit becomes effective. The agreement will be reviewed by all Parties six months before the effective date of the next permit following July 31, 2019 for consideration of continuing the Agreement beyond the July 31, 2019 permit cycle, and for potential amendment of responsibilities.

To provide Parties reasonable time to fund and staff future permit activities, a decision and written commitment to amend and/or extend the Agreement for the next five-year permit (2019-2024) or, if extended, the effective date of the next permit, is required from all Parties by six months before the effective date of the next permit or the Agreement terminates at the end of the permit, July 31, 2019 or on the extended permit expiration date.

Section 13. Termination

Parties may terminate their obligations under this Agreement for the reasons listed below. The Permit requires co-permittees that share responsibilities to notify Ecology of any/all amendment or termination actions.

- A. If a Party materially defaults in the terms of this Agreement and such default continues for a period of more than thirty (30) days after written notice from the Public Services Director to the defaulting Party specifying the nature of the default. If the default cannot reasonably be cured within thirty (30) days, such default shall be a material breach if the breaching Party fails within thirty (30) days of written notice to commence and pursue curative action with reasonable diligence. One Party's termination by default does not constitute termination of the Agreement by the remaining Parties. This Agreement will be modified to define financial obligation of the remaining Parties.
- B. If the provisions of this Agreement become impracticable due to a change in the law or other changed circumstances, which did not exist at the time of the signing of this Agreement.
- C. Any Party may withdraw from the Agreement upon thirty (30) days written notice to the other Parties. Withdrawal of one Party does not constitute termination of the Agreement by the remaining Parties. In the event of a Party's withdrawal this Agreement will be modified to define the financial obligations of the remaining Parties.

Section 14. Language; Headings

Where the context so requires the singular shall be deemed to include the plural, the plural the singular, and the masculine, feminine or neuter to mean the other. The paragraph captions shall not be used to construe or interpret this Agreement.

Section 15. Drafting; Construction

Each Party intends that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by all Parties and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed for or against any Party.

Section 16. Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

Section 17. Effective Date / Counterparts

This Agreement may be signed in counterparts, with each Party hereto receiving copies of all participating Party's fully executed signature pages. This Agreement shall become effective when executed by all Parties hereto.

IN WITNESS WHEREOF, this instrument has been executed in duplicate by authority of lawful actions by the Councils and Board of County Commissioners.

CITY OF SELAH

John Gawlik, Mayor

Date: _____

Attest:

City Clerk

CITY OF UNION GAP

Roger Wentz, Mayor

Date _____

Attest: Sherrie Testerman

City Clerk

CITY OF SUNNYSIDE

James Restucci, Mayor

Date _____

Attest: Delilah Saenz

City Clerk

BOARD OF YAKIMA COUNTY
COMMISSIONERS

Kevin J. Bouchey, Chairman

Michael D. Leita, Commissioner

J. Rand Elliott, Commissioner

*Constituting the Board of County Commissioners for
Yakima County, Washington*

Date: _____

Attest: Tiera Girard

Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney

Appendix A

Standardized Income and Expense Categories for Budget Reporting

1. Revenue

- a. Bond Forfeit
- b. Grants
- c. Intergovernmental Services
- d. Loans
- e. Review Fees
 - i. Construction SWPPP
 - ii. Post-construction Stormwater Site Plan
- f. Utility Fees
- g. Violation Penalties

2. Expenses

a. Administration

- i. Annual Billing
- ii. Billing Services
- iii. Debt Service Share - Contribution to Debt Service Fund
- iv. GIS Services
- v. Other Administration
- vi. Technical Services
- vii. Utility Administration
- viii. Utility Formation Repayment

b. Permit Compliance

- i. Fees (NPDES and UIC)
- ii. Storm Water Management Plan
- iii. Annual Report
- iv. Other Reporting (UICs)

- v. Inter-Jurisdictional Coordination
- vi. Public Education
- vii. Public Involvement
- viii. Illicit Discharge Detection & Elimination
 - 1. Mapping
 - 2. Complaint Response/Investigation
 - 3. Emergency Response
 - 4. Code Enforcement
 - 5. Lab Services
- ix. Construction
 - 1. SWPPP Review
 - 2. Inspection
 - 3. Code Enforcement
- x. Post-Construction
 - 1. Stormwater Site Plan Review
 - 2. Inspection
 - 3. Code Enforcement
- xi. Good Housekeeping & Pollution Prevention
 - 1. O&M Plan Updates
 - 2. Inspection
 - 3. Training
- xii. TMDL Compliance
 - 1. Monitoring
 - 2. Lab Services

c. System Maintenance

- i. Cleaning Catch Basins/drywells
- ii. Culvert/pipe Repair/replacement
- iii. Rodding/Jetting

- iv. Ditch Cleaning
- v. Treatment BMP Maintenance
- vi. Leaf, Brush, Trash Collection
- vii. Dredging/ Sediment Removal/Retention Pond Maintenance
- viii. Other Structure Maintenance/Repair
- ix. Street Sweeping

d. Projects

- i. Demonstration Projects
- ii. Construction (New Storm Sewer Systems in Developed Areas)

3. Reserves

- a. Emergency Response
- b. Capital Improvement
- c. Equipment Replacement
- d. Other Reserves

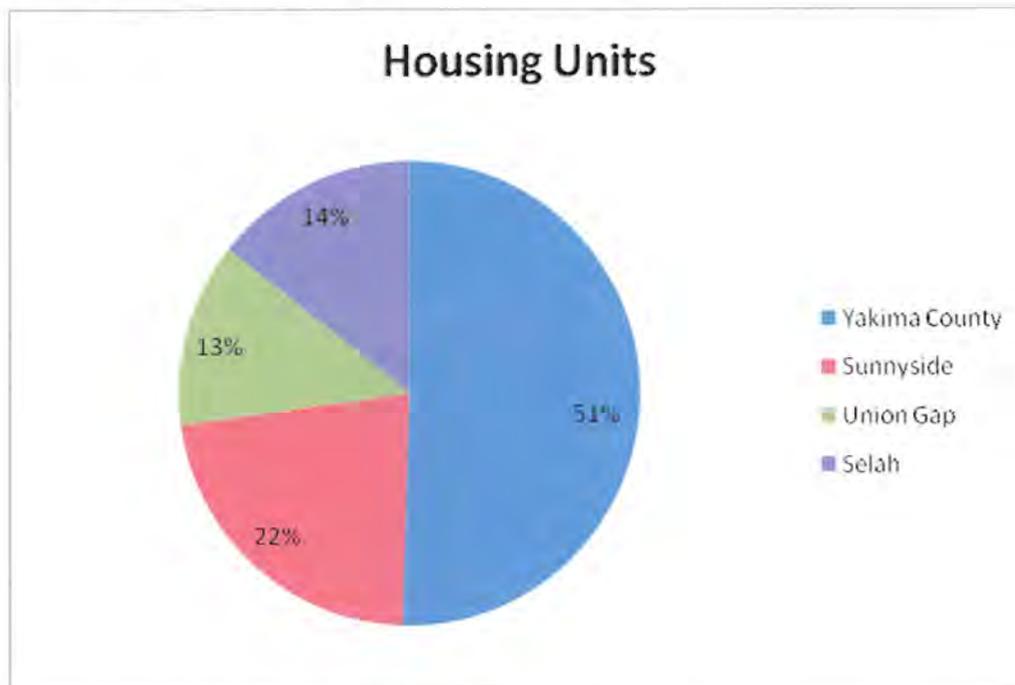
| | | | | |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|---------|--------|----|
| S5.A.4.a.i | Track number of inspections, enforcement actions, public ed activities | Ongoing | | |
| S5.A.4.a.ii | Track estimated cost of SWMP development and implementation | Ongoing | | |
| S5.A.5.b | 5b. Include description of internal coordination mechanisms in annual reports | 1-Aug | | 31 |
| B. NPDES SWMP Components (Paragraph S5.B of the Permit) | | | | |
| 1. Public Education and Outreach | | | | |
| S5.B.1.a. | 1a. Continue to implement a public education and outreach program | Ongoing | | |
| S5.B.1.b. | 1b. Continue to implement a public education and outreach strategy | Ongoing | | |
| 2. Public Involvement and Participation | | | | |
| S5.B.2.a. | 2a. Implement a program or policy for public input on SWMP development | Ongoing | | |
| S5.B.2.b. | 2b. NLT May 31 of each year, make latest annual report and SWMP available | | 31-May | 31 |
| 3. Illicit Discharge Detection and Elimination | | | | |
| S5.B.3.a. | 3a. Continue to maintain a MS4 map showing outfalls, receiving waters, and areas discharging to ground | Ongoing | | |
| S5.B.3.a. | Conduct field surveys to verify outfalls pursuant to S5.B.3.c.iii | Ongoing | | |
| S5.B.3.a.i. | Provide maps and mapping info upon request to Ecology and other entities | Ongoing | | |
| S5.B.3.a.iii. | Maintain documentation of the information included in the map; update the map periodically | Ongoing | | |
| S5.B.3.b. | 3b. Prohibit through ordinance or regulation non-stormwater discharges to MS4 | Ongoing | | |
| S5.B.3.b.i. | Implement an ordinance prohibiting illicit discharges to MS4 | Ongoing | | |
| S5.B.3.b.vi. | Implement a compliance strategy including informal compliance actions | Ongoing | | |
| S5.B.3.b.vii. | Revise ordinance if necessary to meet new requirements | | | |
| S5.B.3.c. | 3c. Implement program to detect and identify illicit discharges and connections | Ongoing | | |
| S5.B.3.c.iii. | Field assess at least 40% of the MS4 to verify outfall locations and detect illicit discharges | | | |
| S5.B.3.c.iii. | Field assess on average 12% of the MS4 for the same each year thereafter | | | |
| S5.B.3.c.iv. | List and publicize spill reporting hotline | Ongoing | | |
| S5.B.3.c.v. | Provide adequate training to municipal field staff which may observe and report illicit discharges | Ongoing | | |
| S5.B.3.c.vi. | Inform public employees, business, and general public of illicit discharge hazards | Ongoing | | |
| S5.B.3.d | 3d. Implement ongoing program to address illicit discharges and connections | Ongoing | | |
| S5.B.3.e. | 3e. Train staff who are responsible for investigation, termination, clean-up, etc. of illicit discharges | Ongoing | | |
| S5.B.3.f. | 3f. Track and maintain records of activities conducted | Ongoing | | |
| 4. Construction Site Stormwater Control Program | | | | |
| S5.B.4.a. | 4a. Implement ordinance on sediment and construction stormwater pollution controls | Ongoing | | |
| S5.B.4.a.i. | All construction sites at least one acre construction project or less if part of larger development | Ongoing | | |

| | | | |
|---------------|------------------------------------------------------------------------------------------------------------------|---------|----|
| S5.B.4.b.ii. | Provide adequate training for all staff involved in permitting, planning, and review | Ongoing | |
| S5.B.4.c. | 4c. Implement procedures for site inspection and enforcement | Ongoing | |
| S5.B.4.c.i. | Implement procedure for keeping records and enforcement actions by staff | Ongoing | |
| S5.B.4.c.ii. | Provide adequate training for all staff involved in plan review, field inspection and enforcement | Ongoing | |
| S5.B.4.c.iii. | All new construction to be inspected at least once by qualified personnel | Ongoing | |
| S5.B.4.d. | 4d. Provide training information to construction site operators regarding erosion and sediment controls | Ongoing | |
| S5.B.4.e. | 4e. Keep records of all construction sites allowed to apply the Erosivity Waiver and respond to complaints | Ongoing | |
| | | | |
| | 5. Post Construction Stormwater Management for New and Re-Development | | |
| S5.B.5.a. | 5a. Implement ordinance that requires post-construction stormwater controls | Ongoing | |
| S5.B.5.a.i. | All new development and redevelopment sites that disturb at least one acre or less if part of larger development | Ongoing | |
| S5.B.5.a.ii. | Allow non-structural preventive actions and source reduction approaches (LID) | | |
| S5.B.5.a.ii. | Require projects to retain runoff on-site for at least 10 year, 24-hour rainfall events | | |
| S5.B.5.a.ii. | If needed, develop and implement criteria to determine when it is infeasible to meet this requirement | | |
| S5.B.5.a.ii. | Submit summary of infeasibility criteria with the Annual Report due March 31, 2018 | | |
| S5.B.5.b. | 5b. Implement procedures for site plan review considering WQ impacts | Ongoing | |
| S5.B.5.c. | 5c. Implement procedures for site inspection and enforcement | Ongoing | |
| S5.B.5.c.ii. | Inspect BMPs once during installation | Ongoing | |
| S5.B.5.c.iii. | Inspect BMPs once every 5 years after installation | Ongoing | |
| S5.B.5.d. | 5d. Provide adequate training for all staff in permitting, planning, review, inspection, and enforcement | Ongoing | |
| S5.B.5.e. | 5e. Provide information to design professionals about training available on permit compliance | Ongoing | |
| S5.B.5.f. | 5f. Keep records of all projects disturbing at least one acre, or less if part of larger development | Ongoing | |
| S5.B.5.f.i. | Keep records for 5 years or until construction is completed | Ongoing | |
| S5.B.5.f.ii. | Keep training records - dates, course descriptions, and names and positions of staff in attendance | Ongoing | |
| S5.B.5.f.iii. | Keep copies of information that is provided to design professionals | Ongoing | |
| | | | |
| | 6. Municipal Operations and Maintenance | | |
| S5.B.6.a. | 6a. Implement a schedule of O&M activities (an O&M Plan) including the 10 listed items on Section S5.B.6.a.i. | Ongoing | |
| S5.B.6.a. | Review, and if needed, update O&M Plan | 1-Aug | |
| S5.B.6.a.ii. | Minimum of 95% of stormwater facilities (except CBs) shall be inspected at least once every two years | 1-Aug | 1- |
| S5.B.6.a.ii. | All catchbasins (CBs) shall be inspected once by Dec. 31, 2018 and every two years thereafter | 1-Aug | |
| S5.B.6.a.ii. | Conduct spot checks of MS4 after ≥10 year events | Ongoing | |
| S5.B.6.b. | 6b. Provide training to all employees who may have primary construction, O&M functions that may impact WQ | Ongoing | |

| D. Monitoring and Program Assessment | | | |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------|
| S8.A. | Provide a description of any monitoring activities in the annual report | | 31-Mar 31 |
| S8.B.3. | Submit twelve to fifteen study ideas for Eastern Washington, lead entities, and participating permittees | 1-Aug | 30 |
| S8.B.5. | Lead entities submit eight to twelve study proposals of the top-ranked ideas | | Fl |
| S8.B.6. | Lead entities submit QAPPs within 6 months after Ecology approval of each study proposal | | |
| S8.B.7. | Lead entities of at least 4 studies begin to implement QAPP within 6 months of Ecology approval | | |
| S8.B.7. | Lead entities of remaining studies begin to implement QAPP within 15 months of Ecology approval | | |
| S8.B.8. | Lead entities shall describe interim results and the status of each study in the annual report. | | |
| S8.B.9. | Lead entities/participating permittees enter study data into Ecology's EIM database by end of water year or within 6 months of sample collection, whichever is later | | |
| S8.B.10. | All participating permittees submit study reports and recommendations no later than 6 months after study completion and by other timelines identified in the approved QAPPs | | |
| S8.C. | Each permittee provide a description of their participation on the effectiveness studies in the annual report. | | 31-Mar 31 |
| E. Reporting and Recordkeeping (Paragraph S9 of the Permit) | | | |
| S9.A. | 9A. NLT March 31 of each year starting in 2016, submit Annual Report electronically | 31-Mar | 31-Mar 31 |
| S9.C. | Keep records at least 5 years | Ongoing | |
| S9.D. | Make all records available to public | Ongoing | |

Estimated Regional Stormwater Working Group Shared Task Costs for 2014 - 2019 for Yakima County and Cities of Selah, Sunnyside, and Union Gap

1. Estimated 6-year total RSWG tasks for 2014-2019 NPDES permit, including monitoring: \$595,400.
2. Estimated annual cost (total divided by number of years): \$99,233.
3. Percent responsibility for 4 jurisdictions (County, Selah, Sunnyside, Union Gap) based on housing units (2010 census):



4. Estimated average annual cost by jurisdiction:

| Jurisdiction | Percent | Estimated Annual Cost (rounded to nearest 100) |
|---------------|------------|------------------------------------------------|
| Yakima County | 51 | \$50,600 |
| Sunnyside | 22 | \$21,800 |
| Selah | 14 | \$13,900 |
| Union Gap | 13 | \$12,900 |
| Total | 100 | \$99,200 |

Remember that this reflects an average of the total shared task costs over 6 years. Monitoring required in the last two years will mean that the first four years will be less than the above, and the last two will be higher.

Also remember that this only reflects shared tasks. Each jurisdiction will have other tasks that are their responsibility.



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



COUNCIL MEETING ACTION ITEM

5/13/2014 M – 6

Title: Resolution Authorizing the Mayor to Sign an Updated Authorization Form for the Investment of City of Selah Monies in the Local Government Investment Pool (LGIP)

Thru: David Kelly, City Administrator

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

To authorize the Mayor to sign an updated authorization form for the investment of City of Selah monies in the Washington State Treasurer's Local Government Investment Pool.

Background / Findings & Facts:

The State Treasurer is requiring all participant's in the Local Government Investment Pool (LGIP) to provide a new authorization Resolution stating that they have read and understand the new Prospectus for participation in the LGIP.



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



Recommended Motion:

I move to approve the resolution authorizing the Mayor to sign an updated Washington State Treasurer LGIP Transaction Authorization form.

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: |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12/28/2010 | Resolution Authorizing the Mayor to sign an updated Authorization Form for Investment of City of Selah monies in the Local Government Investment Pool |
| 10/8/1991 | Resolution Authorizing Investment of the City of Selah Monies in the Local Government Investment Pool |

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN UPDATED
AUTHORIZATION FORM FOR INVESTMENT OF CITY OF SELAH MONIES IN THE
LOCAL GOVERNMENT INVESTMENT POOL

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, City of Selah, the “governmental entity”, to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City of Selah Council, the “governing body” or any designee of the governing body pursuant to this resolution, or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attest by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

NOW THEREFORE, BE IT RESOLVED that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

BE IT FURTHER RESOLVED that the governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by the City Clerk-Treasurer and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

BE IT FURTHER RESOLVED that the governmental entity designates Dale Novobielski, Clerk-Treasurer, the “authorized individual” to authorize all amendments, changes

or alterations for the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

BE IT FURTHER RESOLVED that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 13th day of May 2014.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

RESOLUTION NO. _____

LOCAL GOVERNMENT
INVESTMENT POOL

Prospectus

January 2014



James L. McIntire
Washington State Treasurer

Contents

| | | |
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I. The LGIP

The Local Government Investment Pool (the "LGIP") is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the "State Treasurer") for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the "LGIP-MMF" or the "Fund"). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund's investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

| Fund | Investment Types | Maximum Dollar-Weighted Average Maturity for LGIP-MMF |
|----------------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| LGIP-Money Market Fund | Cash | 60 days |
| Current Investments (as of November 1, 2013) | Bank Deposits US Treasury bills Repurchase agreements US Government agency obligations | |

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants' earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

**Local Government Investment Pool-MMF
Operating Expenses by Fiscal Year (in Basis Points)**

| | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 |
|---------------------------------|------|------|------|------|------|------|------|------|
| <i>Total Operating Expenses</i> | 1.12 | 0.96 | 0.84 | 0.88 | 0.64 | 0.81 | 0.68 | 0.87 |

(1 basis point = 0.01%)

Because most of the expenses of the LGIP-MMF are fixed costs, the fee (expressed as a percentage of fund assets) will be affected by: (i) the amount of operating expenses; and (ii) the assets of the LGIP-MMF. The table below shows how the fee (expressed as a percentage of fund assets) would change as the fund assets change, assuming an annual fund operating expenses amount of \$800,000.

| | | | |
|--------------------------------------------|----------|----------|-----------|
| Fund Assets | \$6.0 bn | \$8.0 bn | \$10.0 bn |
| Total Operating Expenses (in Basis Points) | 1.33 | 1.0 | .80 |

Portfolio Turnover: The Fund does not pay a commission or fee when it buys or sells securities (or “turns over” its portfolio). However, debt securities often trade with a bid/ask spread. Consequently, a higher portfolio turnover rate may generate higher transaction costs that could affect the Fund’s performance.

II. Local Government Investment Pool – Money Market Fund

Investment Objective

The LGIP-MMF will seek to effectively maximize the yield while maintaining liquidity and a stable share price of \$1.

Principal Investment Strategies

The LGIP-MMF will seek to invest primarily in high-quality, short term money market instruments. Typically, at least 55% of the Fund’s assets will be invested in US government securities and repurchase agreements collateralized by those securities. The LGIP-MMF means a sub-pool of the LGIP whose investments will primarily be money market instruments. The LGIP-MMF will only invest in eligible investments permitted by state law. The LGIP-MMF will not be an SEC-registered money market fund and will not be required to follow SEC Rule 2a-7. Investments of the LGIP-MMF will conform to the LGIP Investment Policy, the most recent version of which will be posted on the LGIP website and will be available upon request.

Principal Risks of Investing in the LGIP-Money Market Fund

Counterparty Credit Risk. A party to a transaction involving the Fund may fail to meet its obligations. This could cause the Fund to lose the benefit of the transaction or prevent the Fund from selling or buying other securities to implement its investment strategies.

Interest Rate Risk. The LGIP-MMF’s income may decline when interest rates fall. Because the Fund’s income is based on short-term interest rates, which can fluctuate significantly over short periods, income risk is expected to be high. In addition, interest rate increases can cause the price of a debt security to decrease and even lead to a loss of principal.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

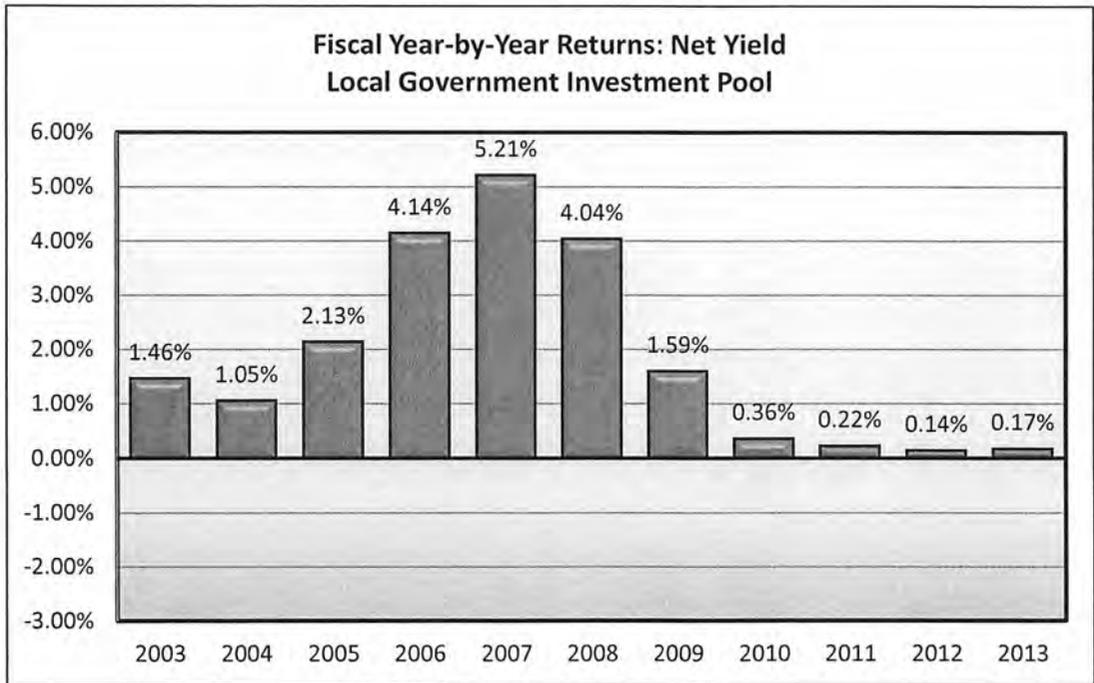
Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at www.tre.wa.gov or by calling the LGIP toll-free at 800-331-3284.



Local Government Investment Pool-Money Market Fund

Average Accrued Net Yield

| <u>1 Year</u> | <u>3 years</u> | <u>5 years</u> | <u>10 years</u> |
|---------------|----------------|----------------|-----------------|
| 0.17% | 0.19% | .52% | 1.94% |

Transactions: LGIP-MMF

General Information

The minimum transaction size (contributions or withdrawals) for the LGIP-MMF will be five thousand dollars. The State Treasurer may, in its sole discretion, allow for transactions of less than five thousand dollars.

Valuing Shares

The LGIP-MMF will be operated using a net asset value (NAV) calculation based on the amortized cost of all securities held such that the securities will be valued at their acquisition cost, plus accrued income, amortized daily.

The Fund's NAV will be the value of a single share. NAV will normally be calculated as of the close of business of the NYSE, usually 4:00 p.m. Eastern time. If the NYSE is closed on a particular day, the Fund will be priced on the next day the NYSE is open.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitation

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds transfer to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers to the State Treasurer. Failure to wire funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely wire will be assessed to the account of the pool participant responsible.

Notice. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Disbursements from the LGIP-MMF will be effected by electronic funds transfer. Failure by the State Treasurer to wire funds to a pool participant after proper notification to the State Treasurer to disburse funds to a pool participant may result in a bank overdraft in the pool participant's bank account. The State Treasurer will reimburse a pool participant for such bank overdraft penalties charged to the pool participant's bank account.

Notice. In order to withdraw funds from the LGIP-MMF, a pool participant must notify the State Treasurer of any withdrawal over one million dollars no later than 9 a.m. on the same day the withdrawal is made. Withdrawals for one million dollars or less can be requested at any time prior to 10 a.m. on the day of withdrawal. For all other withdrawals from the LGIP-MMF over one million dollars that are requested prior to 10 a.m., a pool participant may receive such withdrawal on the same day it is requested at the sole discretion of the State Treasurer. No earnings will be credited on the date of withdrawal for the amounts withdrawn. Notice of withdrawals may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to TMS. Please refer to the LGIP-MMF Operations Manual for specific instructions regarding withdrawals from the Fund.

Pricing. Withdrawal requests with respect to the LGIP-MMF received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that withdrawal date.

Suspension of Withdrawals. If the State Treasurer has determined that the deviation between the Fund's amortized cost price per share and the current net asset value per share calculated using available market quotations (or an appropriate substitute that reflects current market conditions) may result in material dilution or other unfair results, the State Treasurer may, if it has determined irrevocably to liquidate the Fund, suspend withdrawals and payments of withdrawal proceeds in order to facilitate the permanent termination of the Fund in an orderly manner. The State Treasurer will distribute proceeds in liquidation as soon as practicable, subject to the possibility that certain assets may be illiquid, and subject to subsequent distribution, and the possibility that the State Treasurer may need to hold back a reserve to pay expenses.

The State Treasurer also may suspend redemptions if the New York Stock Exchange suspends trading or closes, if US bond markets are closed, or if the Securities and Exchange Commission declares an emergency. If any of these events were to occur, it would likely result in a delay in the pool participants' redemption proceeds.

The State Treasurer will notify pool participants within five business days of making a determination to suspend withdrawals and/or irrevocably liquidate the fund and the reason for such action.

Earnings and Distribution

LGIP-MMF Daily Factor

The LGIP-MMF daily factor is a net earnings figure that is calculated daily using the investment income earned (excluding realized gains or losses) each day, assuming daily amortization and/or accretion of income of all fixed income securities held by the Fund, less the administrative fee. The daily factor is reported on an annualized 7-day basis, using the daily factors from the previous 7 calendar days. The reporting of a 7-day annualized yield based solely on investment income which excludes realized gains or losses is an industry standard practice that allows for the fair comparison of funds that seek to maintain a constant NAV of \$1.00.

LGIP-MMF Actual Yield Factor

The LGIP-MMF actual yield factor is a net daily earnings figure that is calculated using the total net earnings including realized gains and losses occurring each day, less the administrative fee.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

Amendments

This Prospectus and the attached Investment Policy may be amended from time to time. Pool participants shall receive notice of changes to the Prospectus and the Investment Policy. The amended and restated documents will be posted on the State Treasurer website: www.tre.wa.gov.

Should the State Treasurer deem appropriate to offer additional sub-pools within the LGIP, said sub-pools will be offered by means of an amendment to this prospectus.

LGIP-MMF Contact Information

Internet: www.tre.wa.gov Treasury Management System/TMS

Phone: 1-800-331-3284 (within Washington State)

Mail:

Office of the State Treasurer
Local Government Investment Pool
PO Box 40200
Olympia, Washington 98504
FAX: 360-902-9044

LOCAL GOVERNMENT INVESTMENT POOL
TRANSACTION AUTHORIZATION FORM

Please fill out this form completely, including any existing information, as this form will replace the previous form.

| | |
|---------------------------------------------|--------------------------------------------------|
| Name of Entity: CITY OF SELAH | Mailing Address: 115 W NACHES SELAH, WA 98942 |
| Fax Number: 509-698-7338 | |
| E-mail Contact: DNovobielski@ci.selah.wa.us | |

Do you wish to have your monthly LGIP statements faxed to the number listed above?

Please note – if you choose to receive statements via fax, you will not receive another copy via U.S. mail.

YES, please fax statements No, please send statements via U.S. mail

Bank account where funds will be wired when a withdrawal is requested.

(Note: Funds **will not** be transferred to any account other than that listed).

| | |
|---------------------------------------|--|
| Bank Name: BANNER BANK | |
| Branch Location: SELAH | |
| Bank Routing Number: 323371076 | |
| Account Number: 1306024212 | |
| Account Name: CITY OF SELAH - GENERAL | |

Persons authorized to make deposits and withdrawals for the entity listed above.

| Name | Title | Signature | Telephone Number |
|------------------|-----------------|-----------|------------------|
| Dale Novobielski | Clerk-Treasurer | | 509-698-7334 |
| | | | |
| | | | |

By signature below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.

| | | |
|------------------------------|------------------------|--------------------|
| | Mayor | 5-13-14 |
| (Authorized Signature) | (Title) | (Date) |
| John Gawlik | JGawlik@ci.selah.wa.us | 509-698-7332 |
| (Print Authorized Signature) | (E-mail Address) | (Telephone number) |

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer. Please mail this form to the address listed below:

OFFICE OF THE STATE TREASURER
LOCAL GOVERNMENT INVESTMENT POOL
PO BOX 40200
OLYMPIA, WA 98504-0200
FAX: (360) 902-9044

| |
|-----------------------------------------------------------------------------------------------------|
| Date Received: ____ / ____ / ____ Fund Number: _____ <i>(for LGIP use only)</i> |
|-----------------------------------------------------------------------------------------------------|

State of Washington)
County of Yakima) ss.

Signed or attested before me by John Gawlik
Dated this 13th day of May, 2014

SEAL OR STAMP

Signature of Notary
Monica J. Lake

Typed or printed name of Notary
Notary Public in and for the State of Wash.
My appointment expires: 9-15-17



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



COUNCIL MEETING ACTION ITEM

5/13/2014 M – 7

Title: Resolution Declaring Fire Department Property as Surplus and Authorizing Its Disposal

Thru: David Kelly, City Administrator

From: Gary Hanna, Fire Chief

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: None

Funding Source: N/A

Staff Recommendation:

Approval

Background / Findings & Facts:

With the purchase of a 1992 International Air Support vehicle we will no longer need these two pieces of equipment. The utility trailer carried compressed air cylinders used to fill S.C.B.A. cylinders at an incident scene and also carried additional lighting equipment. The 1986 Ford Econoline carried miscellaneous equipment used to rehab firefighters at an incident. All of this equipment will now be carried on the 1992 International.

Recommended Motion:

Approval to surplus equipment

RESOLUTION NO _____

RESOLUTION DECLARING FIRE DEPARTMENT PROPERTY AS SURPLUS AND
AUTHORIZING ITS DISPOSAL

WHEAREAS, the Selah Fire Department has re-evaluated potential uses for equipment owned by the Fire Department; and,

WHEARAS, the equipment identified as follows;

1986 Ford Econoline XL 350 Braun ambulance, vehicle identification number 1FDKE30L8GHA23488, and

1985 utility trailer, vehicle identification number WA78106722

Appears to have no further purposes for the City of Selah Fire Department, but equipment would have usable years in public or private sector;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the identified equipment be surplus and its disposal authorized.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of May, 2014.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM

Robert Noe, City Attorney

RESOLUTION NO. _____



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



COUNCIL MEETING ACTION ITEM

5/13/2014 M – 8

Title: Resolution Authorizing the Mayor to Sign the Poplaski Outside Utility Agreement

Thru: David Kelly, City Administrator

From: Dennis Davison, Community Planner

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: NA

Funding Source: NA

Staff Recommendation:

Recommends APPROVAL as the proposal is compliant with the criteria for water/sewer service outside the city limits and would eliminate one more on-site sewer system in the urban growth area.

Background / Findings & Facts:

The owners desire to eliminate their dependence on their existing on-site well this year and anticipate elimination of the septic system next year.

Recommended Motion:

I move we accept and approve the Poplaski Outside Utility Agreement (171.45.14-02) subject to two (2) conditions

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN
THE POPLASKI OUTSIDE UTILITY AGREEMENT
(File: 171.45.14-02)**

WHEREAS, on May 13, 2014, the City Council of the City of Selah, WA. approved a municipal water and sewer Outside Utility Agreement (OUA) for petitioners Nicholas A. Krystle D. Poplaski; and,

WHEREAS, the municipal water and sewer OUA is limited in scope to serve the existing single family residence located on property legally described in the OUA on the date of execution of this agreement. Any future division of the property, or the construction of additions to the existing structure, or the construction of additional structures on the property (if said property is not located within the City) shall require a new outside utility agreement or the amendment of this agreement.

This Outside Utility Agreement is subject to the following two (2) specific conditions:

1. The existing on-site well and on-site septic tank and drain field system are to be abandoned in accordance with Yakima Health District regulations.
2. Accept and sign the Irrevocable Property Covenant.

This agreement affects the following described property, to wit:

The West 67 feet of the East 201 feet of the South 335 feet of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 25 Township 14 North, Range 18 East, W.M. (Assessor's Parcel No. 181425-34022)

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorize to sign the Popliski (171.45.14-02) Outside Utility Agreement in the form as is attached hereto and incorporated herein by reference and that this resolution and the outside utility agreement to be recorded in the Office of the Yakima Auditor.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of May, 2014.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

RESOLUTION NO. _____

**CITY OF SELAH CITY COUNCIL
STAFF REPORT**

Poplaski Outside Utility Agreement
May 7, 2014

FILE NO.: 171.45.14-02

PROPOSAL: Water and sewer outside utility agreement to serve an existing single family residence

PROPONENT: Nicholas A. and Krystle D. Poplaski, husband and wife

LOCATION: 321 East Goodlander Road

HISTORY: The owners desire to eliminate their dependence on their existing well and septic system and connection to public systems.

LAND USE

North: Residences
South: Carlon Park
East: Residences
West: Residences

ZONING:

The site and other properties situated North, South, East and West are zoned One Family Residential (R-1)

2005 SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN The site and adjacent properties are designated Low Density Residential (*maximum 5 dwelling units per acre*) on the Optimal Land Use Map.

ENVIRONMENTAL REVIEW: Not required.

APPLICATION AUTHORITY: Selah Municipal Code, Chapter 9.15 Service Outside City Limits.

**CRITERIA FOR WATER/SEWER SERVICE OUTSIDE CITY
LIMITS**

City water or sewer service may, at the discretion of the council, be extended outside the city of Selah limits, upon the following events occurring:

- (1) The area to be served lies within the "Area of Mutual Planning Concern" as established by Resolution 986; (*Staff comments: Site within urban growth area boundary*)

- (2) That the proposed extension of city water and sewer mains and system appurtenances conform to the city's comprehensive plans;
- (3) That the applicant has executed an outside utility agreement containing the following conditions, as a minimum:
- (A) The agreement shall be executed by the property owner(s) and shall be recorded and constitute a covenant upon the land, *(Staff comments: Agreement executed)*
 - (B) The owner(s) shall pay all connection charges, service fees, etc. as prescribed by city ordinance when the service is applied for, *(Staff comments: All charges to be paid once OUA approved)*
 - (C) The owner(s) shall assist the city in taking the necessary steps to obtain the approval of the Yakima boundary review board, *(Staff comments: Included in executed Agreement)*
 - (D) The owner(s) shall comply with city ordinances concerning short or long platting and shall construct all improvements to city standards as if the property affected by this agreement were situated within the boundaries of the city, *(Staff comments: Included in executed Agreement. The Agreement limits service to the existing single family residence)*
 - (E) The owner(s) agree to sign in favor of any and all notices, petitions and any other documents requested concurrent with this agreement or at any time requested by the city leading to the annexation to the city of the property, *(Staff comments: Included in executed Agreement)*
 - (F) The agreement may also contain other conditions or covenants, as determined by the council to assure the orderly, planned development of the area. *(Staff comments: Specific conditions and a covenant is included with the Agreement)*

UTILITIES: All private utilities are available.

TRANSPORTATION: The site abuts East Goodlander Road.

CITY POLICY: The City has exercised a policy of authorizing OUA's to serve residences with failing systems. In this instance it is the property owners desire to connect to City systems.

RECOMMENDATION: Staff recommends **APPROVAL** as the proposal is compliant with the criteria for water/sewer service outside the city limits and eliminates one additional on-site sewer system within the urban growth area. Approval should be subject to the following three (3) conditions:

1. The existing on-site well and on-site septic tank and drain field system are to be abandoned in accordance with Yakima Health District regulations.
2. Accept and sign the Irrevocable Property Covenant.

CITY OF SELAH

OUTSIDE UTILITY AGREEMENT
STANDARD FORM

- I. PARTIES: CITY OF SELAH, hereafter CITY; and, OWNERS, wherever used herein shall refer to the persons signing this agreement who state that they are all of the owners of the property described.
- II. OWNERS' PROPERTY: THE WEST 67 FEET OF THE EAST 201 FEET OF THE SOUTH 335 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, T14N, R18E, W.M.
OWNERS: NICHOLAS A. POPLASKI AND KRYSTLE D. POPLASKI, HUSBAND AND WIFE.
- III. RECITALS: OWNERS apply to the City for domestic water and sewer service to the property described and in consideration of the furnishing of those services, OWNERS have made the subjoined agreements.
- IV. AGREEMENT:
 1. OWNERS shall pay, when due, to the City, all connection charges, service fees, future local improvement district assessments, if any, and any and all other charges and fees required by law to be paid for the service hereby applied for.
 2. OWNERS shall take all necessary steps in cooperation with the City to obtain the approval of the Yakima County Boundary Review Board for the extensions of water and sewer service pursuant to the requirements of RCW 36.93.090(5).
 3. OWNERS shall be responsible for compliance with the City of Selah SEPA Ordinance Chapter 11.40. All SEPA requirements must be met prior to the start of any construction.
 4. Any future new construction, or future alterations, additions or repair, shall conform to any and all then applicable construction and zoning codes and all required permits shall be obtained from the CITY prior to the commencement of any work, all as if the property affected by this agreement were situated in the CITY; provided, no permit fees shall be charged or collected by the CITY for any permit for which a fee is charged by Yakima County. The CITY is granted the right to make reasonable inspections at reasonable times of the subject property, existing buildings, structures and improvements on the property.
 5. The OWNERS shall comply with CITY laws concerning short platting and platting as if the property affected by this agreement were situated within the boundaries of the CITY.
 6. The OWNERS agree to sign any and all notices, petitions and any other documents requested by the City concerning annexation to the City of the property described above. The OWNERS grant the City the right to record this document with the Yakima County Auditor to provide constructive notice to the general public and any successor or assign. The OWNERS agree that this document shall constitute a petition for annexation pursuant to RCW Chapter 35.13 and/or alternatively that they shall agree to sign any offered petition for annexation."

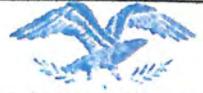
"If at the time of annexation the council has required the assumption of all or any portion of the City indebtedness of the property to be annexed, the OWNERS consents to that requirement by their signatures to this agreement."

"If at the time of annexation the City has adopted a comprehensive plan for the area to be annexed, the signatures to this agreement consent to that comprehensive plan."

Yakima County GIS

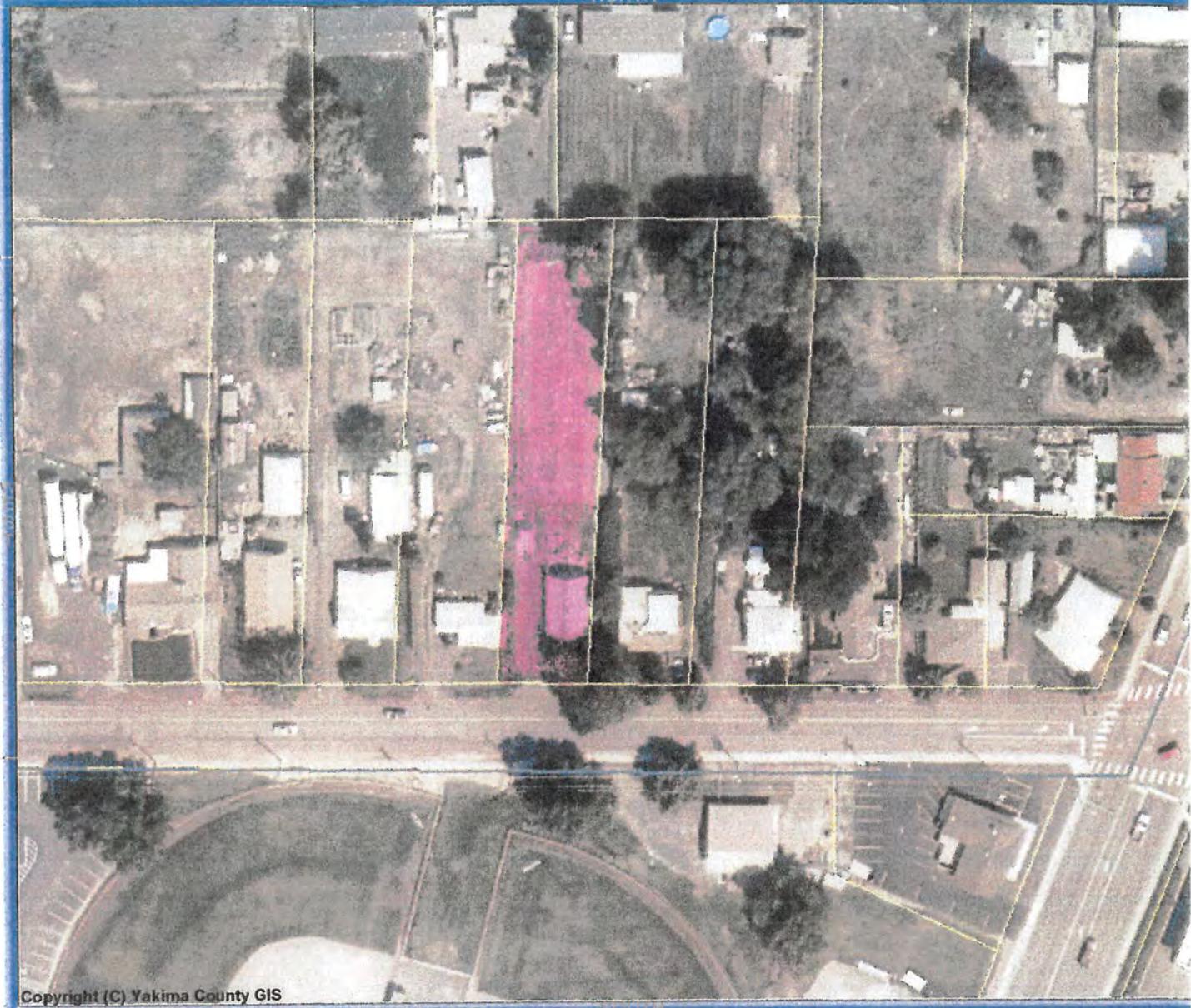
Yakima County GIS Washington
Land Information Portal

Yakima County Assessor
Yakima County GIS
Yakima County



Assessor | Planning | Real Estate |

FAQ | Help | Log



Copyright (C) Yakima County GIS

Easting(ft) | Northing(ft)

Longitude(E) | Latitude(N)

Click Map to: [Recenter Map](#)

One Inch = 100 Feet
Feet 50 100 150



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



COUNCIL MEETING INFORMATIONAL ITEM

5/13/2014 P – 4A

Title: Parks Board Minutes – March 3, 2014

Thru: David Kelly, City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Informational only

Background / Findings & Facts:

N/A

Recommended Motion:

N/A

City of Selah
Parks & Recreation Board Minutes
March 3, 2014

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

A. CALL TO ORDER

Chairman Baranowski called the meeting to order at 4:14pm.

B. ROLL CALL

Members Present: Board Members Baranowski, Callahan, Creach, Finch

Members Absent: Board Members Neumeyer, Stokes, Smith, Pendleton

Staff Present: Ty Jones, Parks, Public Works Utility Supervisor; Charlie Brown, Recreation Manager; Monica Lake, Executive Assistant

Guests: None

C. REVIEW OF MINUTES FROM THE JANUARY 13, 2014 MEETING

Board Member Creach moved, and Board Member Callahan seconded, approval of the January 13, 2014 minutes as written. By voice vote, support was unanimous.

D. COMMUNICATIONS:

1. Resolution #2376 – Resolution of the City Selah Council supporting the design of, determining the location for, identifying financing for, and supporting the construction of a new community aquatics facility

Recreation Manager Brown said that the Selah Parks Foundation met to start the process of getting a new pool for the community, and requested that the Council provide support of the endeavor in the form of a Resolution. A brief discussion followed on the previous attempt to get a new pool facility.

Board Member Neumeyer joined the meeting.

2. Letter from the State Recreation & Conservation Office regarding the Comprehensive Parks Plan

Public Works Utility Supervisor Jones informed the Board that he received a letter from the State Recreation & Conservation Office approving the City's Park Comprehensive Plan. He noted that Volunteer Park is on the agenda for 2014, but if they put in for a grant now it wouldn't be funded until 2015.

3. Letter appointing Norma Smith to the Selah Park & Recreation Service Area Board

Chairman Baranowski noted the appointment.

E. GENERAL BUSINESS

1. City Pool Equipment Upgrades

Public Works Utility Supervisor Jones said that they have discussed where to install new filters, adding that if they change the filters they will also need to purchase and install a new pump. He noted that completion of the project depends on when they can get a new pump bought and installed; it will add an additional \$4500 to the expense.

Recreation Manager Brown remarked that the initial costs had quoted the use of two small filters but they have opted to use one large filter instead; they are waiting on a quote for the filter. A brief discussion followed.

F. OLD BUSINESS

1. Wixson Park Gazebo Update

Public Works Utility Supervisor Jones gave a brief update on the status of the gazebo installation, adding that the bad weather had caused a brief delay in the installation.

2. Centennial Park Update – Tom Stokes

****REMOVED FROM AGENDA****

G. NEW BUSINESS

1. Volunteer Park Improvements

Public Works Utility Supervisor Jones gave a brief update on the project, noting that a group from the Church of Jesus Christ of Latter-Day Saints is involved in improvements and they are talking with the Yakima Valley School regarding more ADA compliant playground equipment. Discussion on the parking lot and access followed.

H. PARK BOARD MEMBER REPORTS

Board Member Neumeyer had no report.

Board Member Creach had no report.

Chairman Baranowski had no report.

Board Member Callahan remarked that the Selah Dolphins were excited about the possibility of new filters for the pool.

Board Member Finch had no report.

Public Works Utility Supervisor Jones had no report.

Recreation Manager Brown had no report.

ADJOURNMENT:

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

The meeting was adjourned at 4:47 pm.



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



COUNCIL MEETING INFORMATIONAL ITEM

5/13/2014 P – 4B

Title: Planning Commission Minutes – March 18, 2014

Thru: David Kelly, City Administrator

From: Caprise Groo, Public Works Department Assistant

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Information only

Background / Findings & Facts:

Information only

Recommended Motion:

Information only

City of Selah
Planning Commission Minutes
of
March 18, 2014

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

A. Call to Order

The meeting was called to order by Vice Chairman Quinnell at 5:30 p.m.

B. Roll Call:

Members Present: Commissioners Miller, Pendleton, Torkelson, and Quinnell
Members Absent: Commissioner Smith
Staff Present: Dennis Davison, Community Planner; Ty Jones, Public Works Supervisor; Diana Turner, Secretary
Guests: None

C. Agenda Change None.

D. Communications

1. Oral -None.

2. Written – None

E. Approval of Minutes

Chairman Quinnell called for a motion on the minutes of the Planning Commission meeting of January 21, 2014.

Commissioner Torkelson to approve the minutes, Chairman Pendleton seconded. Minutes were approved with voice vote 4/0.

Chairman Quinnell called for a 5 minute recess.

F. Public Hearing

1. Old Business None

2. New Business

a. **CRITICAL AREA ORDINANCE**

Chairman Quinnell opened the public hearing at 6:00 pm and asked staff to present their report.

Mr. Davison presented the staff report.

History

All cities and counties in Washington are required to adopt critical areas regulations by the Growth Management Act (GMA) (RCW 36.70A.060). The GMA was amended in 1995 to require counties and cities to include the best available science in developing policies and development regulations to protect the functions and values of critical areas (RCW 36.70A.172). All jurisdictions are required to review, evaluate, and, if necessary, revise their critical areas ordinances according to an update schedule.

City of Selah is proposing to adopt its Critical Area Ordinance (CAO) development regulations. The City previously adopted goals and policies relating to Critical Areas in the City of Selah Urban Growth Area Comprehensive Plan. This proposal, if adopted, will allow city to comply with state law.

Jurisdiction: Consideration and adoption of Selah Municipal Code, Title 17, Chapter 17.07 is a legislative function, reviewed and recommended for approval by the Selah Planning Commission after consideration at a duly advertised public hearing. Adoption is the legislative function of the Selah City Council with recommendations presented from the Selah Planning Commission. Decisions of City Council are final, unless a request for reconsideration is filed before an appeal of a City Council decision can be filed in Superior Court.

Summary: Adoption of the proposed Critical Area Ordinance will bring the City into full compliance with the Growth Management Act (GMA) and will further its compliance with the Endangered Species (ESA) and Clean Water Acts (CWA).

Recommendation: Forward to City Council with a recommendation for adoption of the draft Critical Area Ordinance.

I. Introduction

The Growth Management Act (GMA) as currently amended requires local jurisdictions to review and as necessary, revise their development regulations protecting critical areas: fish and wildlife habitat conservation areas, frequently flooded areas, geologic hazard areas, wetlands, and areas with a critical recharging effect on aquifers providing drinking water. Best available science is to be considered in designating and protecting critical areas, and special consideration is to be given to protecting anadromous fisheries. State law now also specifies that the State Environmental Policy Act (SEPA) be used to protect these areas only where adopted development regulations are insufficient. The City must also comply with other state and federal statutes such as the Endangered Species Act (ESA) and Clean Water Act (CWA). The City's adoption of a critical area ordinance is necessary to comply with these statutes.

II. Approach & Key Features

A. Approach

Staff applied the following principles in developing the draft Critical Area Ordinance. They provide the regulatory framework for balancing critical area protection and development, and are reflected in the approval criteria and other regulations.

- Avoid impacts that degrade the functions of critical areas.
- Where avoidance is not feasible, minimize the adverse impacts and mitigate for impacts by replacing each of the affected functions in kind and on site to the extent feasible.
- Encourage development to make efficient use of land where critical areas have already lost many of their environmental functions in order to avoid conversion of fully functioning critical areas.
- Strive for no net loss of critical areas and functions on- or off-site.
- Proposals must not pose a significant risk of injury or property damage.
- The review process and submittal requirements are proportionate to the scope and potential impacts of the proposal.
- Allow reasonable economic use of property.
- Ensure coordination with other state and federal agencies and regulations.

III. Costs and Financing

A. Private Costs

In general, there are three types of costs that are likely to change as a result of adoption of the ordinance:

1. Fees to partially cover the cost of processing the application;
2. Cost of time to obtain the permit;
3. Cost of expert help to complete the critical areas report.

Processing the Critical Area Permit will be combined with other permit processing; no additional time is expected to be added to the time currently required for permitting.

Because the amount of work required will depend on the characteristics of the property and the development proposal, it is difficult to provide a precise estimate of the costs to property owners and developers of compliance with this ordinance. A small property with several large critical area constraints will face a more challenging design process to locate the development, avoid critical areas and provide for mitigation than would a larger property with minor critical area constraints. The cost of an expert helping to delineate and characterize the critical areas and develop appropriate mitigation is likely to be higher in the first case than in the latter. Information from consultants indicates that the range of costs is likely to be as follows:

- Fish and wildlife habitat – from \$2,000 to \$10,000, depending on the size of the project/property, functions of the resource and extent of the impact.
- Flood hazard – from \$2,500 to \$5,000, depending on the size of the project/property, extent of the impact and availability of accurate topographic information.
- Geologic hazard – from \$1,500 to \$8,000, depending on the size of the project/property, extent of the impact and type of development proposed.
- Wetlands – from \$2,500 to \$20,000, depending on the size of the project/property, functions/category of the resource, and extent of the impact.

B. Public Costs and Financing

There are three areas where the City can possibly expect costs to increase upon adoption of the Critical Area Ordinance:

1. Increase in review time and staff resources due to the increased numbers of projects subject to aquifer recharge or wetland reviews (small wetlands are no longer exempt) as well as any pre-application conferences due to broadened scope of applicability;
2. Increase in staff resources to respond to enforcement-related complaints; and
3. Increased use of consultants with expertise in all five critical areas to review critical area reports prepared by the applicant's qualified professionals and make recommendations to City review staff. There will likely be an incremental increase in the number of wetland, floodplain and geo-hazard applications requiring such reviews.

C. Private and Public Benefits

Adoption of the draft Critical Area Ordinance would bring the following benefits:

- Compliance with state law (GMA requires local jurisdictions to identify critical areas and adopt regulations to protect them);
- Early identification of potential critical areas issues that could affect development (including single-family homes) through the site visit/ application conference;
- Protection of wetlands, riparian areas and flood plains that are the most efficient and cost effective way to handle storm water run-off;
- Protection of residents and their property from damage from geologic hazards and flood damage;
- Protection of the water bodies essential to the survival of anadromous fish listed under the federal Endangered Species Act;
- Protection of Priority Habitat and Species identified by Washington Department of Fish and Wildlife.

V. Policy Analysis

A. Environmental

1. SEPA Threshold Determination

A SEPA Checklist was prepared on February 20, 2014 and a SEPA Determination of Non-significance (DNS) was issued on March 5, 2014 for the draft Critical Area Ordinance. No written comments were received during the comment period. A Final SEPA DNS will be issued March 20, 2014.

Finding: The draft Critical Area Ordinance will not cause probable significant adverse environmental impacts.

B. Growth Management Act (GMA)

1. Goals

a. Goal 6 of the Growth Management Act states: Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

Finding: The draft Critical Area Ordinance substantially advances achievement of GMA Goal 6 by (1) using best available science to identify and protect critical areas and (2) providing an exception process and a reasonable use exemption for cases where it would be difficult or impossible for landowners to meet the requirements of the ordinance.

b. Goal 7 of the Growth Management Act states: Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

Finding: The draft Critical Area Ordinance substantially advances achievement of GMA Goal 7 by (1) combining review of all critical areas into one permit/process, and (2) integrating the Critical Areas review with the streamlined development review process most recently adopted by the City as a part of the code update.

c. Goal 8 of the Growth Management Act states: Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries.

Finding: The draft Critical Area Ordinance substantially advances achievement of GMA Goal 8 by protecting streams and other water bodies that provide fish habitat (particularly anadromous fish) and the riparian areas necessary to their healthy functioning.

d. Goal 9 of the Growth Management Act states: Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water and develop parks and recreation facilities.

Finding: The draft Critical Area Ordinance substantially advances achievement of GMA Goal 9 by providing protection for identified priority fish and wildlife species and habitat designated by Washington Department of Fish and Wildlife or listed under the Endangered Species Act. The draft ordinance seeks to balance recreation and habitat protection by providing exemptions for less intensive or "passive" recreation activities in critical areas – such as bird watching and nature study.

e. Goal 10 of the Growth Management Act states: Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

Finding: The draft Critical Area Ordinance substantially advances achievement of GMA Goal 10 by providing protection for fish and wildlife habitat (including water bodies), flood plains, geologic hazard areas and wetlands and ensuring that any unavoidable impacts to these resources are minimized and mitigated.

f. Goal 11 of the Growth Management Act states: Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

2. Best Available Science (BAS)

Amendments to the GMA require jurisdictions to include BAS in designating and protecting critical areas and in developing policies and development regulations to protect their functions and values. In addition, special consideration is to be given to conservation or protection measures necessary to preserve or enhance anadromous fisheries.

The draft ordinance is based on BAS. BAS sources used are of two types, scientific literature and local assessments or review. The sections below describe the BAS upon which designation and protection of the critical areas are based.

o Fish & Wildlife Habitat Conservation Areas

Designation. The purpose of designating fish and wildlife habitat conservation areas is to protect the habitat functions provided by the areas. Functions include:

- Providing habitat for breeding, rearing, foraging, protection and escape, migration, and over-wintering; and
- Providing complexity of physical structure, supporting biological diversity, regulating stormwater runoff and infiltration, removing pollutants from water, and maintaining appropriate temperatures.

RCW 36.70A.030 and WAC 365-190-030 specify that critical areas include fish and wildlife habitat conservation areas. WAC 365-190-080 and The Critical Areas Assistance Handbook, Washington State Department of Commerce (formally Community, Trade and Economic Development) November, 2003, list fish and wildlife habitat conservation areas as critical areas requiring designation and protection. Areas include:

- Areas with which state or federally designated endangered, threatened, and sensitive species have a primary association,
- State Priority Habits and areas associated with State Priority Species
- Habitats and species of local importance
- Naturally occurring ponds under twenty acres
- Water of the state
- Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity
- State natural area preserves and natural resource conservation areas
- Areas of rare plant species and high quality ecosystems
- Land useful or essential for preserving connections between habitat blocks and open spaces

Finding: The Critical Area Ordinance protections for fish and wildlife habitat are based on best available science, including scientific literature about the functions and values of these areas and local assessments of fish and wildlife habitat and the risks to them.

o Frequently Flooded Areas

Designation. Frequently flooded areas are those that are subject to inundation by the base (100-year) flood and are also known as the *100-year floodplain* or *areas of special flood hazards*. The 100-year flood was established as the base flood by federal law (44 CFR 59.1) and state law (WAC 173-158-030).

Frequently flooded areas include the floodway and the flood fringe. The floodway is the area that must be kept free of encroachment in order to discharge the base flood without raising the flood elevation by more than one foot. The flood fringe is the remaining portion of the floodplain. These areas are also defined by federal law (44 CFR 59.1 and 4 CFR 60.3(d)(2)) and state law (WAC 173-158-030).

The Federal Insurance Administration and Federal Emergency Management Agency identified the areas of special flood hazards in scientific and engineering reports entitled The Flood Insurance Study for Yakima County,

Washington and Incorporated Areas” dated November 18, 2009. As part of its responsibility for managing the National Flood Insurance Program (NFIP), the Federal Emergency Management Agency (FEMA) reviews and approves proposed floodplain map amendments. At this time, the existing maps as amended constitute the best available science for designating frequently flooded areas. The proposed code language allows the City to use the most up-to-date maps as they become available.

Finding: Designation of frequently flooded areas is based on best available science.

- Geologic Hazard Areas

Designation. Under GMA, landslide, seismic, and erosion hazard areas are required to be designated and protected through development regulations. These regulations are intended to minimize or eliminate potential damage to life and property from a geologic hazard; and to maintain or reduce the risk of a geologic hazard due to development.

(A) Landslide Hazard Areas. Designated landslide hazard areas include steep slopes; areas of historic, active, or potential landslides, and adjacent areas within 100 feet. Steep slopes are those greater than 25%.

(B) Seismic Hazard Areas. Seismic hazard areas include areas of potential liquefaction, ground shaking amplification, and fault rupture hazards. Liquefaction occurs when a soil loses its strength and behaves like a liquid rather than a solid causing damage to buildings and infrastructure. Ground shaking amplification depends on soil type as well. As waves generated by an earthquake move through certain soils, they become stronger and cause greater damage. Faults are cracks in the earth’s crust. Earthquakes may be caused by the two faces of the fault slipping against one another or moving apart.

Therefore, the proposed code allows for the possibility that faults could be identified and designates them and adjacent areas within 100 feet as seismic hazard areas.

(C) Erosion Hazard Areas. Erosion hazard areas include areas where soil type and slope present a severe risk of erosion and areas along lakes, streams, and rivers that are subject to regression or retreat due to fluvial processes as well as adjacent land within 100’. The former are designated as *soil erosion hazard areas* and the latter as bank erosion hazard areas in the proposed code.

Soil erosion hazard areas are identified as having a severe erosion hazard by the 1985 USDA Soil Conservation Service Soil Survey of Yakima County Washington. This study is the most recent and comprehensive study of soils for this area. This is the best available science for designating soil erosion hazard areas and is the information that the proposed code relies upon in doing so.

Finding: Designations of geologic (landslide, seismic, and erosion) hazard areas are based upon best available science.

- Wetlands

Designation. The purpose of designating wetlands is to protect the functions of the wetlands. Functions include:

- Hydrology – controlling the movement of water, both surface and ground water, in the watershed
- Water quality – removing pollution, maintaining water temperatures
- Habitat – providing habitat for fish, wildlife and plants

RCW 36.70A.030 and WAC 365-190-030 specify that critical areas include wetlands. WAC 365-190-080 and The Critical Areas Assistance Handbook, Washington State Department of Commerce (formally Community, Trade and Economic Development), November, 2003, list wetlands as critical areas requiring designation and protection.

Wetlands are designated according to the system provided by Ecology (Hruby, 2004, Washington State Wetland Rating System for Eastern Washington Revised). Wetland functions are evaluated using the Wetland Rating Form for Eastern Washington. The rating, that takes place in the field, results in a score for each of the functions (hydrology, water quality, and habitat), and a total score for all functions. A wetland is designated as one of four categories depending on the rating score and certain other characteristics of the wetland.

Category I wetlands are those that meet one or more of the following criteria:

- Wetlands that are identified by scientists of the Washington Department of Natural Resources Washington Natural Heritage Program as high quality wetlands;
- Bogs larger than ½ acre;
- Mature and old growth forested wetlands larger than 1 acre;
- Wetlands that perform many functions well, as indicated by scoring 70 points (out of 100) in the rating system.

Category II wetlands are those that meet one or more of the following criteria:

- Wetlands identified by the Washington Natural Heritage Program as containing “sensitive” plant species;
- Bogs between ¼ and ½ acre in size;
- Wetlands with a moderately high level of functions, as indicated by scoring 51-69 in the Ecology rating system.

Category III wetlands are those with a moderate level of functions, as indicated by scoring 30-50 in the Ecology rating system.

Category IV wetlands are those with a low level of functions, as indicated by scoring less than 30 in the Ecology rating system. An inventory of wetlands within the City of Zillah is not available. The Yakima County Geographic Information System contains a data layer for critical areas consisting of maps from the National Wetlands Inventory. Areas within the city that meet the definition of wetlands, whether mapped or not, are designated as wetlands and are subject to the provisions of the draft ordinance.

Finding: The Critical Area Ordinance wetlands designations are based on best available science, including scientific literature about the functions and values of these areas and local assessments of wetlands and the risks to them.

- Critical Aquifer Recharge Areas

Designation. The definition of BAS has both legal and scientific aspects. For designating critical aquifer recharge areas, BAS depends on an evaluation of aquifer vulnerability and susceptibility, and points to wellhead protection areas generated through a variety of widely-accepted methods and models depending on the local situation. The State’s Model Critical Areas Ordinance recommends designating the 10- year time-of-travel zone as the critical aquifer recharge area.

Vulnerability and susceptibility have been evaluated for the City’s aquifers, and time-of-travel zones have been modeled. According to the studies, there is a moderate to high degree of susceptibility in large areas of the City. However, the finer points of the studies and modeling are debatable. Further, determining which time-of-travel zone is the most appropriate for regulatory purposes is very difficult.

Using a time-of-travel zone for regulatory purposes is difficult for several reasons. Such zones are not static, but very dynamic, and imprecise. It would be difficult to say with a high degree of confidence that a particular property is inside or outside the zone during a given period of time. More predictability for planning and development processes is necessary. In addition, an operation just outside the bounds of a zone can contaminate water resources just as quickly as one just inside its bounds. A substantial amount of the City’s groundwater recharge originates outside its boundaries, throughout an area much larger than the City itself and the 10-year time-of-travel zones it encompasses.

Finding: Best available science has been used in designating the entire City as the critical aquifer recharge area. There is no scientifically reasonable and practical way to accurately determine areas within the City that may not need the basic protections of the Critical Area Ordinance and exclude them.

C. Streamlining Permitting and Enforcement Processes

A main feature of the proposed ordinance is the consolidation of the existing permitting procedures which results in a more efficient and less cumbersome review process for both applicant and staff. The proposed permitting and enforcement processes build on existing review procedures already in place but also seek to streamline whenever possible.

Finding: The proposed Critical Area Ordinance streamlines permitting and enforcement processes furthering the City's compliance with GMA.

D. Commitments

The City is committed to "*Promote planned and coordinated growth and the delivery of public services in a fiscally responsible manner in and near the City of Selah.*" Strategies to realize this commitment include encouraging citizen involvement in planning processes and developing partnerships to implement environmental goals, objectives, policies, and regulations.

The draft Critical Area Ordinance employs development regulations to achieve and balance environmental protection and economic development goals.

E. Comprehensive Plan

The following Comprehensive Plan goals and policies support and are supported by the provisions of the draft Critical Area Ordinance:

Land Use Goals and Policies

Comprehensive Plan: The following Comprehensive Plan policies support and are supported by the provisions of the draft Critical Area Ordinance:

Land Use and Growth Management

Land Use Goal: Provide for the protection of significant natural areas and the public health through land use policies.

Policy LUGM #4.1: Provide for the protection of wellheads and springs from land uses that present a threat to surface and groundwater quality. Aquifer recharge areas shall be subject to close scrutiny and intergovernmental efforts to control potential threats to aquifer contamination.

Policy LUGM #4.2: Protect shoreline areas from incompatible types and intensities of development through careful application and periodic review of the Selah Shoreline Master Program (SMP). All goals and policies of the SMP and any subsequent amendments shall be adopted by reference in their entirety to assure consistency between the Comprehensive Plan and the SMP.

Policy LUGM #4.3: Integrate flexibility into development regulations that would allow for incentives and bonuses for developers who maintain natural areas and open space as a part of new development.

Policy LUGM #4.4: Continue to upgrade and refine City regulations to protect wetlands, aquifer recharge areas, frequently flooded areas, seismic hazard areas, steep slopes, agricultural areas, and anadromous fish habitat from incompatible levels or types of development in accordance with the Washington Growth Management Act.

Policy LUGM #4.5: Ensure that land use practices in geologically hazardous areas do not cause or exacerbate natural processes which may endanger lives, property or resources.

Natural Environment

Goal: Respect the Floodplain

Objective ENV 1: Respect habitat and wetland areas within the 100-year floodplain.

Policy ENV 1.1: Map important habitat and wetland areas within the 100-year floodplain.

Policy ENV 1.2: Adopt wildlife and wetland habitat overlay zones within the zoning ordinance.

Policy ENV 1.3: Require appropriate studies for projects in the 100-year floodplain, as identified on Federal Emergency Management Agency (FEMA) flood maps.

Policy ENV 1.4: Only developments which respect the floodplain and meet appropriate local, state and federal requirements will be allowed in the 100-year floodplain.

GOAL: Preserve the natural stormwater storage capacity of the floodplain.

Objective ENV 2: Adopt land use policies that reduce or eliminate negative impacts of development on stormwater drainage capacities and systems.

Policy ENV 2.1: Encourage the retention of native vegetation or the creation of vegetative buffers near drainage courses to preserve water quality, and to aid in bio-filtration of stormwater.

Policy ENV 2.2: Minimize adverse stormwater impacts generated by the removal of vegetation and alteration of landforms.

GOAL: Promote and enhance surface and groundwater quality.

Objective ENV 3: Maintain and manage the quality of surface and groundwater resources as near as possible to their natural condition and in compliance with state water quality standards.

Policy ENV 3.1: Develop performance standards and regulate uses for activities which adversely impact water quantity and quality in aquifers, watersheds and surface waters.

Policy ENV 3.2: Evaluate the potential impact of development proposals on groundwater quality, and require alternative site designs to reduce contaminant loading where site conditions indicate that the proposed action will measurably degrade groundwater quality.

Policy ENV 3.3: Encourage the retention of natural open spaces in development proposals overlying areas highly susceptible for contaminating groundwater resources.

Policy ENV 3.4: Support regional educational efforts which inform citizens of measures they can take to reduce contaminant loading of groundwater systems.

Policy ENV 3.5: Protect water quality from the adverse impacts associated with erosion and sedimentation.

Policy ENV 3.6: Encourage the use of drainage, erosion, and sediment control practices for all construction or development activities.

Policy ENV 3.7: Make use of local and regional data sources to monitor and assess surface and groundwater quality.

Policy ENV 3.8: Participate in water quality improvement planning and implementation efforts by local, regional, state, federal and tribal agencies.

GOAL: Provide appropriate protection for recognized habitat and critical areas.

Objective ENV 4: Establish specific, science-based criteria for identification and protection of environmentally sensitive resources.

Policy ENV 4.1: Monitor designated environmental critical areas to ensure continue viability and protection.

Policy ENV 4.2: Integrate environmental considerations into all planning efforts and comply with all state and federally mandated environmental legislation.

Policy ENV 4.3: Support regional efforts for the protection of fish and wildlife habitat consistent with science-based criteria to protect the natural values and functions of those habitats. Fish and wildlife habitat protection considerations should include:

1. The physical and hydrological connections between different habitat types to prevent isolation of those habitats;
2. Diversity of habitat types both on a local and regional scale;
3. Large tracts of fish and wildlife habitat;
4. Areas of high species diversity;
5. Locally or regionally unique or rare habitats;
6. Winter range and migratory bird habitat of seasonal importance.

Policy ENV 4.4: Direct development away from areas containing significant fish and wildlife habitat areas, especially areas that are currently undeveloped or are primarily dominated by low intensity land uses.

Policy ENV 4.5: Limit development projects or require mitigation measures in areas adjacent to public lands containing significant fish and wildlife habitat.

Policy ENV 4.6: Protect the habitat of Washington State Listed Species of Concern and Priority Habitats and Species in order to maintain their populations.

Policy ENV 4.7: Cooperate with resource agencies to prioritize habitats and provide appropriate measures to protect them according to their respective values.

Objective ENV 5: Provide for long-term protection of wetlands.

Policy ENV 5.1: Preserve, protect, manage and regulate wetlands for purposes of public health, safety and general welfare by:

1. Conserving fish, wildlife, and other natural resources;
2. Regulating property use and development to maintain the natural and economic benefits provided by wetlands, consistent with the general welfare of the City;
3. Protecting private property rights consistent with the public interest;
4. Requiring wetland buffers and building setbacks around regulated wetlands to preserve vital wetland functions and values.

Policy ENV 5.2: Adopt a clear definition of a regulated wetland and a method for delineating regulated wetland boundaries.

Policy ENV 5.3: Manage and mitigate human activities or actions that would have a probable adverse impact on the existing conditions or regulated wetlands or their buffers.

Policy ENV 5.4: Require mitigation for any regulated activity which alters regulated wetlands and their buffers.

VI. Findings

- A. The draft Critical Area Ordinance will not cause probable significant adverse environmental impacts.
- B. The proposed method of procedures under SMC 17.07.080, Application are necessary to implement the draft Critical Area Ordinance and streamline its review and permitting processes by integrating them with existing procedures.
- C. The draft Critical Area Ordinance substantially advances achievement of GMA Goal 6 by (1) using best available science to identify and protect critical areas and (2) providing an exception process and a reasonable use exemption for cases where it would be difficult or impossible for landowners to meet the requirements of the ordinance.
- D. The draft Critical Area Ordinance substantially advances achievement of GMA Goal 7 by (1) combining review of four critical areas into one permit, and (2) integrating the Critical Areas Permit with the streamlined development review process most recently adopted by the City as a part of the code update.
- E. The draft Critical Area Ordinance substantially advances achievement of GMA Goal 8 by protecting streams and other water bodies that provide fish habitat (particularly anadromous fish) and the riparian areas necessary to their healthy functioning.
- F. The draft Critical Area Ordinance substantially advances achievement of GMA Goal 9 by providing protection for identified priority fish and wildlife species and habitat designated by Washington Department of Fish and Wildlife or listed under the Endangered Species Act. The draft ordinance seeks to balance recreation and habitat protection by providing exemptions for less intensive or “passive” recreation activities in critical areas – such as bird watching, nature study, trails and wildlife viewing stations.
- G. The draft Critical Area Ordinance substantially advances achievement of GMA Goal 10 by providing protection for fish and wildlife habitat (including water bodies), flood plains, geologic hazard areas and wetlands and ensuring that any unavoidable impacts to these resources are minimized and mitigated.
- H. Best available science has been used to designate fish and wildlife habitat conservation areas, including review of scientific literature, consultation with local experts and agency staff, and local assessments of the resources and their functions.
- I. Designation of frequently flooded areas is based on best available science.
- J. The draft Critical Area Ordinance protects frequently flooded areas and is based on best available science.
- K. Designations of geologic (landslide, seismic, and erosion) hazard areas are based upon best available science.
- L. The draft Critical Area Ordinance protects geologic hazard areas and is based on best available science.
- M. The Critical Area Ordinance wetlands designations are based on best available science, including scientific literature about the functions and values of these areas and local assessments of wetlands and the risks to them.
- N. The Critical Area Ordinance protections for wetlands are based on best available science, including scientific literature about the functions and values of these areas and local assessments of wetlands and the risks to them.
- O. Best available science has been used in designating the entire City as the critical aquifer recharge area under the Water Resources Protection Ordinance. There is no scientifically reasonable and practical way to accurately determine areas within the City that may not need the basic protections of the Water Resources Protection Ordinance and exclude them.
- P. Best available science has been used in developing policies and development regulations to protect critical aquifer recharge areas.

Q. The proposed Critical Area Ordinance streamlines permitting and enforcement processes furthering the City's compliance with GMA.

R. The draft Critical Area Ordinance supports the City of Selah Urban Growth Area Comprehensive Plan Policies

S. The draft Critical Area Ordinance discourages development in geologically hazardous areas or floodplains and requires that where such development occurs, it is designed to minimize risk to the lives or property of those on the developed property or adjacent to them.

T. Adoption of the Critical Area Ordinance would provide protection to Selah's limited water bodies and wetlands, in keeping with the goals of the Clean Water Act.

VII. Action Requested

Staff requests that based on the facts, analysis, findings, and exhibits submitted with this staff report, the Selah Planning Commission recommend to the City Council the following:

A. Adoption of chapter, SMC 17.07, entitled Critical Area Ordinance; and

Selah Planning Commission - CRITICAL AREA ORDINANCE (CAO)
Findings of Fact & Recommendation March 18, 2014

This matter having come for public hearing before the city of Selah Planning Commission on March 18, 2014 for the purpose of considering a Critical Area Ordinance by the city of Selah which impacts all properties located within the city limits of Selah, Washington, under Selah Municipal Code, Chapter 17.

Members of the Planning Commission present for the Public Hearing were Chairman Willie Quinnell and Planning Commission members Lisa Smith, Dillon Pendleton, Carl Torkelson and Eric Miller.

Legal notification pursuant to Selah Code was given on the March 5, 2014. All persons present were given the opportunity to speak for or against the proposed critical areas protections.

LAND USE FINDINGS

1. The Critical Area Ordinance will impact all properties located within the city limits of Selah containing designated critical areas regardless of comprehensive plan or zoning designation.

PUBLIC OPINION

1. The owners of the adjacent land expressed neither approval / or disapproval of the proposal.
2. Interested agencies expressed neither approval / or disapproval of the proposal.

SPECIFIC FINDINGS APPLICABLE TO THE PROPOSAL

Jurisdiction: Consideration and adoption of Selah Municipal Code, Title 17, Chapter 17.07 is a legislative function, reviewed and recommended for approval by the Selah Planning Commission after consideration at a duly advertised public hearing. Adoption is the legislative function of the Selah City Council with recommendations presented from the Selah Planning Commission. Decisions of City Council are final, unless a request for reconsideration is filed before an appeal of a City Council decision can be filed in Superior Court.

Comprehensive Plan: The following Comprehensive Plan policies support and are supported by the provisions of the draft Critical Area Ordinance:

Land Use and Growth Management

Land Use Goal: Provide for the protection of significant natural areas and the public health through land use policies.

Policy LUGM #4.1: Provide for the protection of wellheads and springs from land uses that present a threat to surface and groundwater quality. Aquifer recharge areas shall be subject to close scrutiny and intergovernmental efforts to control potential threats to aquifer contamination.

Policy LUGM #4.2: Protect shoreline areas from incompatible types and intensities of development through careful application and periodic review of the Selah Shoreline Master Program (SMP). All goals and policies of the SMP and any subsequent amendments shall be adopted by reference in their entirety to assure consistency between the Comprehensive Plan and the SMP.

Policy LUGM #4.3: Integrate flexibility into development regulations that would allow for incentives and bonuses for developers who maintain natural areas and open space as a part of new development.

Policy LUGM #4.4: Continue to upgrade and refine City regulations to protect wetlands, aquifer recharge areas, frequently flooded areas, seismic hazard areas, steep slopes, agricultural areas, and anadromous fish habitat from incompatible levels or types of development in accordance with the Washington Growth Management Act.

Policy LUGM #4.5: Ensure that land use practices in geologically hazardous areas do not cause or exacerbate natural processes which may endanger lives, property or resources.

Natural Environment

Goal: Respect the Floodplain

Objective ENV 1: Respect habitat and wetland areas within the 100-year floodplain.

Policy ENV 1.1: Map important habitat and wetland areas within the 100-year floodplain.

Policy ENV 1.2: Adopt wildlife and wetland habitat overlay zones within the zoning ordinance.

Policy ENV 1.3: Require appropriate studies for projects in the 100-year floodplain, as identified on Federal Emergency Management Agency (FEMA) flood maps.

Policy ENV 1.4: Only developments which respect the floodplain and meet appropriate local, state and federal requirements will be allowed in the 100-year floodplain.

GOAL: Preserve the natural stormwater storage capacity of the floodplain.

Objective ENV 2: Adopt land use policies that reduce or eliminate negative impacts of development on stormwater drainage capacities and systems.

Policy ENV 2.1: Encourage the retention of native vegetation or the creation of vegetative buffers near drainage courses to preserve water quality, and to aid in bio-filtration of stormwater.

Policy ENV 2.2: Minimize adverse stormwater impacts generated by the removal of vegetation and alteration of landforms.

GOAL: Promote and enhance surface and groundwater quality.

Objective ENV 3: Maintain and manage the quality of surface and groundwater resources as near as possible to their natural condition and in compliance with state water quality standards.

Policy ENV 3.1: Develop performance standards and regulate uses for activities which adversely impact water quantity and quality in aquifers, watersheds and surface waters.

Policy ENV 3.2: Evaluate the potential impact of development proposals on groundwater quality, and require alternative site designs to reduce contaminant loading where site conditions indicate that the proposed action will measurably degrade groundwater quality.

Policy ENV 3.3: Encourage the retention of natural open spaces in development proposals overlying areas highly susceptible for contaminating groundwater resources.

Policy ENV 3.4: Support regional educational efforts which inform citizens of measures they can take to reduce contaminant loading of groundwater systems.

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Policy ENV 3.6: Encourage the use of drainage, erosion, and sediment control practices for all construction or development activities.

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Policy ENV 3.8: Participate in water quality improvement planning and implementation efforts by local, regional, state, federal and tribal agencies.

GOAL: Provide appropriate protection for recognized habitat and critical areas.

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Policy ENV 4.1: Monitor designated environmental critical areas to ensure continue viability and protection.

Policy ENV 4.2: Integrate environmental considerations into all planning efforts and comply with all state and federally mandated environmental legislation.

Policy ENV 4.3: Support regional efforts for the protection of fish and wildlife habitat consistent with science-based criteria to protect the natural values and functions of those habitats. Fish and wildlife habitat protection considerations should include:

1. The physical and hydrological connections between different habitat types to prevent isolation of those habitats;
2. Diversity of habitat types both on a local and regional scale;
3. Large tracts of fish and wildlife habitat;
4. Areas of high species diversity;
5. Locally or regionally unique or rare habitats;
6. Winter range and migratory bird habitat of seasonal importance.

Policy ENV 4.4: Direct development away from areas containing significant fish and wildlife habitat areas, especially areas that are currently undeveloped or are primarily dominated by low intensity land uses.

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Policy ENV 4.6: Protect the habitat of Washington State Listed Species of Concern and Priority Habitats and Species in order to maintain their populations.

Policy ENV 4.7: Cooperate with resource agencies to prioritize habitats and provide appropriate measures to protect them according to their respective values.

Objective ENV 5: Provide for long-term protection of wetlands.

Policy ENV 5.1: Preserve, protect, manage and regulate wetlands for purposes of public health, safety and general welfare by:

1. Conserving fish, wildlife, and other natural resources;
2. Regulating property use and development to maintain the natural and economic benefits provided by wetlands, consistent with the general welfare of the City;
3. Protecting private property rights consistent with the public interest;
4. Requiring wetland buffers and building setbacks around regulated wetlands to preserve vital wetland functions and values.

Policy ENV 5.2: Adopt a clear definition of a regulated wetland and a method for delineating regulated wetland boundaries.

Policy ENV 5.3: Manage and mitigate human activities or actions that would have a probable adverse impact on the existing conditions or regulated wetlands or their buffers.

Policy ENV 5.4: Require mitigation for any regulated activity which alters regulated wetlands and their buffers.

Environmental Review:

Factual Findings: A SEPA Checklist was prepared on February 20, 2014 and a SEPA Determination of Non-significance (DNS) was issued on March 5, 2014 for the draft Critical Area Ordinance. No written comments were received during the comment period. A Final SEPA DNS will be issued on March 20, 2014.

Conclusions: The draft Critical Area Ordinance will not cause probable significant adverse environmental impacts.

Findings of Fact- *Critical Areas Protection Ordinance*

A. The draft Critical Area Ordinance will not cause probable significant adverse environmental impacts.

B. The proposed method of procedures under proposed SMC 17.07.080, Application are necessary to implement the draft Critical Area Ordinance and streamline its review and permitting processes by integrating them with existing procedures.

C. The draft Critical Area Ordinance substantially advances achievement of Growth Management Act (GMA) Goal 6 by (1) using best available science to identify and protect critical areas and (2) providing an exception process and a reasonable use exemption for cases where it would be difficult or impossible for landowners to meet the requirements of the ordinance.

D. The draft Critical Area Ordinance substantially advances achievement of GMA Goal 7 by (1) combining review of four critical areas into one permit.

E. The draft Critical Area Ordinance substantially advances achievement of GMA Goal 8 by protecting streams and other water bodies that provide fish habitat (particularly anadromous fish) and the riparian areas necessary to their healthy functioning.

F. The draft Critical Area Ordinance substantially advances achievement of GMA Goal 9 by providing protection for identified priority fish and wildlife species and habitat designated by Washington Department of Fish and Wildlife or listed under the Endangered Species Act. The draft ordinance seeks to balance recreation and habitat protection by providing exemptions for less intensive or “passive” recreation activities in critical areas – such as bird watching, nature study, trails and wildlife viewing stations.

G. The draft Critical Area Ordinance substantially advances achievement of GMA Goal 10 by providing protection for fish and wildlife habitat (including water bodies), flood plains, geologic hazard areas and wetlands and ensuring that any unavoidable impacts to these resources are minimized and mitigated.

H. Best available science has been used to designate fish and wildlife habitat conservation areas, including review of scientific literature, consultation with local experts and agency staff, and local assessments of the resources and their functions.

I. Designation of frequently flooded areas is based on best available science.

J. The draft Critical Area Ordinance protects frequently flooded areas and is based on best available science.

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M. The Critical Area Ordinance wetlands designations are based on best available science, including scientific literature about the functions and values of these areas and local assessments of wetlands and the risks to them.

N. The Critical Area Ordinance protections for wetlands are based on best available science, including scientific literature about the functions and values of these areas and local assessments of wetlands and the risks to them.

O. Best available science has been used in developing policies and development regulations to protect critical aquifer recharge areas.

P. The proposed Critical Area Ordinance streamlines permitting and enforcement processes furthering the City’s compliance with GMA.

Q. The draft Critical Area Ordinance supports Selah Comprehensive Plan Policies.

R. The draft Critical Area Ordinance discourages development in geologically hazardous areas or floodplains and requires that where such development occurs, it is designed to minimize risk to the lives or property of those on the developed property or adjacent to them.

S. Adoption of the Critical Area Ordinance would provide protection to Selah’s limited water bodies and wetlands, in keeping with the goals of the Clean Water Act.

CONCLUSIONS

Based upon consideration of the above factors and the specific findings, applicable to the proposal, the proposal is **CONSISTENT** with the criteria, purpose, and intent of the Washington State Growth Management Act and the Selah Urban Growth Area Comprehensive Plan.

Reasons for approval or denial: Based on the findings of fact, it is in the City’s interest to approve the proposed critical area ordinance.

Chairman Quinnell called for questions or comments from the Commissioners.

There was little discussion on the Ordinance

Chairman Quinnell called for a motion on the ordinance and the findings and decision.

Motion to recommend approve the critical area ordinance by: Torkelson, Seconded by: Pendleton. Vote: 4/0.

Motion to adopt findings of fact by: Torkelson, Seconded by: Miller. Vote:4/0.

G: General Business

1. Old Business - None

2. New Business – None

H. Reports/Announcements

1. Chairman – none

2. Commissioners – none.

3. Staff – Mr. Davison stated three are several proposals that will be going before the Hearings Examiner and some coming to the Commission.

I. Adjournment

Chairman Quinnell called for a motion to adjourn. Commissioner Torkelson moved to adjourn and Commissioner Miller seconded the motion, the meeting was adjourned at 6:35 pm.



Chairman