



# SELAH CITY COUNCIL

6:30pm November 25, 2014



Selah City Council  
Regular Meeting  
Tuesday, November 25, 2014  
6:30pm  
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 **None**
- 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: November 11, 2014 Council Meeting
- Dale N. \* 2. Approval of Claims & Payroll

- J. Public Hearings
  - Joe Henne 1. Updated City of Selah Water System Plan
- K. New Business **None**
- L. Old Business **None**

- M. Resolutions
  - Rick Hayes 1. Resolution authorizing the Mayor to sign a Law Enforcement Assistance Agreement relating to Communications between the City of Selah and Yakima County

- Dale N.            2. Resolution authorizing the Mayor to sign an amendment to the Interlocal Agreement for Transit Services with City of Yakima / Yakima Transit for Provision of Yakima-Ellensburg Commuter Service
- Dale N.            3. Resolution Revising Rates For 2015 Water Utility Services
- Dale N.            4. Resolution Revising Rates For 2015 Sewer Utility Services
- Joe Henne        \* 5. Resolution Authorizing the Mayor to Sign a Contract with Yakima Valley Conference of Governments for Technical Assistance for the Year 2015

**N. Ordinances**

- Bob Noe           1. Ordinance Amending Selah Municipal Code Chapter 6.02, Criminal Code, by Adding a New Section 6.02.030 entitled, "Additional RCW Provisions Adopted by Reference"; and Establishing an Effective Date
- Dale N.           2. Ordinance Providing for an 8.5% Increase in Utility Tax Rates on City Services for the Support of Police and Fire Department Operations

**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

**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

December 9, 2014  
December 9, 2014



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



**COUNCIL MEETING      ACTION ITEM**

**11/25/2014**

**I – 1**

**Title:** Approval of Minutes: November 12, 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  
November 12, 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 4:00pm.

B. Roll Call

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

Members Excused:

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

C. Pledge of Allegiance

Mayor Gawlik led the Pledge of Allegiance. Pastor Brad Hill led the opening prayer.

D. Agenda Changes None

E. Public Appearances/Introductions/ Presentations None

F. Getting To Know Our Businesses None

G. Communications

1. Oral

Mayor Gawlik opened the meeting.

Wayne Petterson approached the podium and addressed the Council. He thanked City Administrator Kelly for his time in Selah, adding that he's sorry to see him go.

Wayne Worby approached the podium and addressed the Council. He said that, after the previous Council Meeting, he looked at the City's Municipal Code, and found it to be inconsistent and in conflict with itself in some sections. He handed out a list of proposed changes and asked that Council consider them at a future meeting. He volunteered to return and speak on the matter at the next Council Meeting.

City Administrator Kelly commented that the matter would need to go to the Planning Commission for recommendation and adoption.

Mayor Gawlik observed that the handout referenced a number of titles within the Code.

Mr. Worby responded that he used the City's Comprehensive Plan, the WAC Code, and the City's Municipal Code as references for appropriate changes.

Mayor Gawlik felt that any review of possible changes to the City's Code fell under the purview of the City Attorney's office.

City Attorney Noe remarked that it would come to the City Attorney's office, but would also go to the Planning Commission for public hearings.

Mayor Gawlik wondered if the Planning Commission would have the ability for legal interpretation if they have questions.

City Attorney Noe responded in the affirmative, adding that it would then be presented to Council, at which time they would also hold a public hearing on the matter.

Mr. Worby said that he asked the Planning Commission about impact fees that their last meeting, and was told that he'd need to address that with the City Council.

City Attorney Noe remarked that he will talk with Community Planner Davison about having it placed in the packet for the Planning Commission to consider.

Mr. Worby asked if it would be on the agenda.

City Attorney Noe replied in the affirmative, adding that, as the proponent, Mr. Worby would be invited to speak on the matter.

Mayor Gawlik inquired as to the next steps after the Planning Commission has had an opportunity to review the matter.

City Attorney Noe responded that he will put something together to go to the Planning Commission, and the Planning Commission will make a recommendation to the Council.

Mr. Worby wondered if the Planning Commission would hold a public hearing for input.

City Attorney Noe responded in the affirmative.

Council Member Tierney asked how the information is disseminated to the public.

City Attorney Noe replied that Community Planner Davison would publish a notice in the local newspaper.

Mr. Worby requested a meeting with City Attorney Noe to discuss the matter.

City Attorney Noe agreed to meet with him at a later date.

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

2. Written

- a. October 2014 Monthly Report for Building Permit, Animal Control and Code Enforcement

H. Proclamations/Announcements                      None

I. 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: October 28, 2014 Council Meeting
- \* 2. Approval of Claims & Payroll:

Payroll Checks Nos. 78011 – 78044 for a total of \$213,554.97  
Claim Checks Nos. 64762 – 64838 for a total of \$199,574.51

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

J. Public Hearings

1. Proposed 2015 budget for the City of Selah

Clerk/Treasurer Novobielski addressed J – 1. He gave a brief overview of the budget process, followed by a rundown of the various funds and expenditures, noting that the total for the 2015 budget is less than that for 2014.

Council Member Tierney wondered if the tennis courts improvements would be a shared expense with the Selah School District.

City Administrator Kelly remarked that they will pay fifty percent of the expenses.

Clerk/Treasurer Novobielski concurred, saying that the School District will pay half of the forty thousand needed for the tennis courts. He outlined the proposed utility rate increases and the proposed utility tax increase as previously discussed at two public hearings.

Council Member Sample commented that the City is virtually closing down the Planning Department, and that he believes it's a mistake to hire a contractor rather than having a full-time Community Planner.

Council Member Williams agreed, saying that the City is on the verge of growth, which will necessitate more planning hours.

Clerk/Treasurer Novobielski observed that the current budget figures are for a contracted employee.

Council Member Sample expressed his belief that the City will have more need for a planner in the future that they have had over the last five years, and that the Planning Commission should have regular meetings and education on what they should be doing.

City Administrator Kelly stated that this matter was pushed forward based on information from a consultant hired to assist Community Planner Davison. He noted that the consultant felt he could get the department caught up in approximately eighty hours of work.

Council Member Schmid agreed with a lot of Council Member Sample's concerns, adding that he seeing more development coming into the City down the road and that they should provide a service that is very fast and very forward to those looking to develop properties. He suggested a review of the code book and a reevaluation of how the department is currently structured.

Council Member Smeback said that he believes the City should have a full-time planner, although he approves of the budget and program put together for 2015. He felt that the workload coming through the office hasn't allowed Community Planner Davison to spend the time and energy necessary on some of the projects. He commented that the changed should be filtered through the Hearing Examiner rather than the Planning Commission, especially on the larger projects, because of his background and experience. He expressed an interest in seeing what a contractual employee could do on the smaller projects, and felt that twelve months would be enough time to show whether they need someone full-time or a part-time person can handle the workload.

Council Member Tierney echoed Council Member Smeback, adding that he would like to see a job description and duties of the position before making a final decision on the matter.

Council Member Sample agreed that there should be a job description, reiterating that he feels the job requires a full-time person, not a part-time consultant.

Council Member Overby remarked that they aren't losing the position, and that they can reserve the right to hire a full-time planner if and when the experiment doesn't work.

Council Member Finch echoed Council Member Overby's remarks. She stated that she trusts City Administrator Kelly in this matter and feels that it can certainly be changed from a consultant to a full-time employee at a later time.

Council Member Williams expressed some concern about valuable staff time being used to answer questions that the Community Planner can answer.

Mayor Gawlik remarked that he feels that it's important to have applications for any type of development be put before a professional versed in land use, who can then make recommendations to the Planning Commission and City Council. He suggested that they give the current proposal a chance to operate, and amend the circumstances if it isn't working out.

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

K. New Business **None**

L. Old Business **None**

M. Resolutions

1. Resolution Authorizing the Mayor to Sign the Interlocal Correction / Detention Agreement with the Yakima County Department of Corrections for 2015

Police Chief Hayes addressed M – 1. He said that the increase in price for housing inmates has already been factored into his 2015 budget, adding that they don't use the County as much as they used to. He noted that they are currently working on a deal with Sunnyside, part of which would include Sunnyside delivering the inmates to court in Selah free of charge.

Council Member Tierney wondered if they were still using Wapato.

Police Chief Hayes replied in the affirmative, adding that they are closer and approximately the same price as Sunnyside. He commented that the only use the County for female inmates, when there's no room available at the smaller jails, or if the inmate has a mental or physical problem.

**Council Member Smeback moved, and Council Member Overby seconded, to Approve the Resolution Authorizing the Mayor to Sign the Interlocal Correction / Detention Agreement with the Yakima County Department of Corrections for 2015. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Schmid – yes; Council Member Finch – yes; Council Member Sample – yes; Council Member Williams – yes. By voice vote, approval was unanimous.**

City Administrator Kelly suggested that they move Resolution M – 2 to follow the Ordinances, as City Attorney Noe will be leaving when the item comes up for discussion.

Mayor Gawlik stated that Resolution M – 2 will be relocated to follow the Ordinances.

N. Ordinances

1. Ordinance Amending Section 4.34.040 of the Selah Municipal Code, "Occupations Subject to Tax – Amount"

Clerk/Treasurer Novobielski addressed N – 1. He said that he and City Administrator Kelly discussed giving relief for low income seniors and disabled as far as the utility tax is concerned, and that he is proposing that they pay the same rate paid to private investors, which is currently six percent, and be exempt from supplemental increases over that amount. He noted that those currently enrolled in the program would save approximately eighty dollars per year.

Council Member Tierney wondered what the qualifiers were.

Clerk/Treasurer Novobielski replied that for seniors they need to be sixty-two years old and have an annual income of fifteen thousand dollars or less, and that those who are disabled have the same income level requirements to qualify. He noted that the City only counts two-thirds of their pension and Social Security benefits.

Council Member Williams stated that she found the wording a bit confusing, and asked if that six percent utility tax could increase.

Clerk/Treasurer Novobielski responded that the private providers' tax could only go up by a vote of the people, and if that were to occur the City would charge the same rate for those on the program.

Council Member Williams reiterated that she felt the wording was confusing. She requested that the information be placed on the utility bills to inform citizens of the program.

Clerk/Treasurer Novobielski replied that he discussed the matter with Utility Billing Clerk Bigby earlier that day, adding that the information is also available on the website under utility services.

City Administrator Kelly remarked that some of this is a moot point, as those currently on the program will get the decrease in utility taxes, while anyone new would need to apply going forward. He commented that they haven't put the message on utility bills in the past, but will do so soon.

**Council Member Tierney moved, and Council Member Overby seconded, to Approve the Ordinance Amending Section 4.34.040 of the Selah Municipal Code, "Occupations Subject to Tax – Amount". Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Schmid – yes; Council Member Finch – yes; Council Member Sample – yes; Council Member Williams – yes. By voice vote, approval was unanimous.**

2. Ordinance to Establish the Amount of Taxes To Be Levied upon Real and Personal Property in the City of Selah, Yakima County, Washington, and Fixing the Tax Levy for the Year 2015

Clerk/Treasurer Novobielski addressed N – 2. He said that this Ordinance will establish for the County Assessor the amount of taxation to add to the tax rolls for next year, noting that the dollar amount is a one percent increase.

Council Member Sample asked for confirmation that the fourteen thousand two hundred seventy-four dollars is a one percent increase on existing structures, and that the balance refers to new projects and improvements.

Clerk/Treasurer Novobielski answered in the affirmative.

**Council Member Smeback moved, and Council Member Sample seconded, to Approve the Ordinance to Establish the Amount of Taxes To Be Levied upon Real and Personal Property in the City of Selah, Yakima County, Washington, and Fixing the Tax Levy for the Year 2015. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Schmid – yes; Council Member Finch – yes; Council Member Sample – yes; Council Member Williams – yes. By voice vote, approval was unanimous.**

2. Resolution authorizing the Mayor to sign an Agreement for Legal Services with Kenyon Disend, PLLC **\*RELOCATED\***

City Administrator Kelly addressed M – 2. He stated that City Attorney Noe is moving on to become a partner with Kenyon Disend, PLLC, and that his firm is willing to supply the City with continued legal services. He noted that the rate, which was proposed by his firm, will be increasing, and that because of this City Attorney Noe will only attend those Council Meetings where there is an issues needing his attention, such as a planning matter or executive session. He said that the contract will allow the City to use him on an as-needed basis through 2015.

Mayor Gawlik remarked that they did some inquiries prior to bringing this matter to Council, and they discovered that legal services for civil tend to be higher than the price quoted for services, although this will be a higher dollar figure than what they have been paying.

Council Member Williams commented that it's an open-ended contract; if it's not working out we can cancel it.

City Administrator Kelly stated that this is typical language for the contracts he's brought before the Council, and that if it isn't working that Council can make the decision to change it.

Council Member Williams asked if the City will also be charged for work done by a paralegal.

City Administrator Kelly responded in the affirmative.

Council Member Williams noted that it stated the City won't be billed for mileage expenses but they will be charged for travel time, which would be of concern if someone from Seattle has to come over.

City Administrator Kelly replied that that is where the Council and the Mayor need to understand the questions they're asking.

Council Member Williams said that they are asking for City Attorney Noe, who lives locally.

Mayor Gawlik remarked that the City is contracting with the firm.

Council Member Williams asked if the City put this out for bid or requests for professional proposal.

Mayor Gawlik responded that they did some research on the matter and found that this price is at the bottom end of the scale; in addition to that, City Attorney Noe is familiar with the current circumstances of Selah, having been associated with the City for approximately eleven 11 years, and that a new attorney would have to be educated.

Council Member Tierney added that City Attorney Noe has done an excellent job for the City and they are fortunate to be able to maintain a relationship and keep him involved.

Police Chief Hayes wondered how this would affect Resolution and Ordinance clarifications.

Mayor Gawlik stated that the rules of the game have changed; when he answers the phone it becomes billable hours.

City Administrator Kelly suggested piling all questions together and giving him a block of information to work on; it's not as convenient but he can get the work done and get back to them.

Mayor Gawlik asked if there was anything that he felt needed to have a quicker response.

Police Chief Hayes replied that there are times when there are deadlines to get things done, such as contracts with the Sheriff's Department.

City Administrator Kelly recommended seeing how things work for the first month and then reevaluating the matter.

Council Member Finch felt that this was a temporary solution, adding that she feels that they benefit by having the City Attorney attend all Council Meetings. She stated that they should hire a full-time attorney.

Council Member Schmid said that he is comfortable with City Attorney Noe; he has done a good job for the City. He noted that City Attorney Noe is a municipal attorney and he understands the workings of how cities operate.

City Administrator Kelly commented that approximately half of small cities have an attorney attend meetings, and half don't. He asked if Council wanted to hire a full-time attorney, noting that City Attorney Noe is about a twenty percent employee, not full-time.

Council Member Finch responded that she wants to replace City Attorney Noe, not reduce the position, and that it will be a shame not to have him attend meetings. She felt that the contract should be a temporary solution while they look for someone to replace City Attorney Noe.

City Administrator Kelly noted that Council could use him in the same way but it will cost more.

Police Chief Hayes suggested checking the Ordinances, as he thought the city attorney was required to be at Council Meetings like he is required to be there as Sergeant at Arms.

Council Member Smeback commented that the contract doesn't state whether they bill in quarter hour increments, and asked if that could be included in the contract language.

David replied that he can contact them tomorrow about that and have it included, if Council so desires.

Council Member Tierney said that he would amend the motion to change the language of the contract to allow the City to be billed in quarter hour increments.

City Administrator Kelly observed that the last attorney he looked at billed in one-sixth of an hour increments, not quarter hour.

Council Member Finch felt there was too much room for error.

City Administrator Kelly called City Attorney Noe to ask about the billing increments. He stated that City Attorney Noe thought it was every ten minutes.

Council Member Tierney withdrew his amendment to the motion.

**Council Member Tierney moved, and Council Member Schmid seconded, to Approve the Resolution authorizing the Mayor to sign an Agreement for Legal Services with Kenyon Disend, PLLC. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Smeback – yes; Council Member Schmid – yes; Council Member Finch – yes; Council Member Sample – yes; Council Member Williams – yes. By voice vote, approval was unanimous.**

O. Communications

1. Oral

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

P. Reports/Announcements

1. Mayor

Mayor Gawlik said that he has had the pleasure and honor of working with City Administrator Kelly, a man who has the highest level of integrity, ethics and the ability to work well with others. He noted that it will be a tough act to follow.

2. Council Members

Council Member Finch had no report, but wondered why Community Planner Davison has stated on the record at the October 27, 2014 Planning Commission that he would meet with three Council Members to discuss the matter before the Commission.

Council Member Schmid stated that the meeting never happened.

Council Member Finch though it was borderline inappropriate.

Council Member Schmid reiterated that he was never contacted to attend a meeting.

Council Member Smeback understood why Community Planner Davison might seek input from him, as he'd served on the Planning Commission in the past and is in the real estate business.

Council Member Finch felt it was inappropriate because her understanding is that the item is a quasi-judicial matter. She wanted to have it on the record as a point of concern.

Council Member Smeback commented that it would be interesting to have Community Planner Davison explain what the questions would have been as opposed to them speculating about it.

Council Member Finch was comforted to hear that the conversations never happened, adding that this is why they need to have a City Attorney; she would like to hear about the appropriateness of having conversations with Council Members.

City Administrator Kelly noted that Council Member Sample is no longer doing his original proposal.

Council Member Finch stated that she had no intention of attacking any Council Members.

Council Member Overby had no report.

Council Member Sample said that he was surprised when saw that, and that he wasn't contacted to set up a meeting. He noted that the conversation regarding duplexes didn't directly involve him.

Council Member Tierney thanked City Administrator Kelly for his outstanding service to the community, adding that he is disappointed to see him leaving. He remarked that the Parks Board minutes included in the packet were from May 2014 and that they had already discussed receiving those in a timely manner.

Council Member Smeback had no report.

Council Member Williams had no report. She inquired about the process for finding a new City Administrator.

Mayor Gawlik stated that they will advertise through the Association of Washington Cities (AWC), which is the same process used last time.

Council Member Williams wondered if the Planning Commission would continue with their training.

Mayor Gawlik responded that he encourages everyone on City Commissions and Boards to take advantage of any classes that would assist them in doing their job. He expressed his disappointment that no one attended the last AWC class for Planning Commission personnel held in Yakima.

Council Member Williams inquired if Community Planner Davison will present the Planning Commission with additional information beyond the two chapters he presented.

Mayor Gawlik replied that he did not know, but he will encourage him to do so.

Council Member Schmid said that he is sad and disappointed that City Administrator Kelly is leaving the City, as he has made some very good changes for Selah. He added that, while he hates to see him go, he is excited for his new opportunity.

### 3. Departmental

Public Works Director Henne said that they deiced the streets today in anticipation of the expected snowfall. He briefly touched on the water system plan to be presented at the next Council Meetings, noting that the information has been emailed to Council. He commented that he assumes each department will be paying for their usage of City Attorney Noe's services.

Clerk/Treasurer Novobielski gave a brief update on tax revenues for October, noting that the City is currently in receipt of ninety-six percent of the tax levy amount.

Mayor Gawlik asked at what point he stops accepting and posting late revenues to that calendar year.

Clerk/Treasurer Novobielski responded that those are received on a cash basis, which means that any revenues received in January will goes towards 2015 revenue, not 2014 revenue.

Recreation Manager Brown had no report.

Fire Chief Hanna had no report.

Police Chief Hayes said that the next Citizens' Academy will start on Jan 5th, and that application are available online, at the front desk of the Police Station ,and at City Hall. He noted that they will be going out to the range this Friday, and again on December 12<sup>th</sup>.

City Administrator Kelly said that the City's bond rating came back, and they received a AA-. He noted that the bond will go for sale next Monday morning, at which time they will find out the interest rate. He asked to meet with the facilities committee immediately following the meeting. He remarked that he has thoroughly enjoying working for the City, and that,. while they haven't always agreed on things, he and Mayor Gawlik have had a healthy and respectful working relationship.

Council Member Smeback commented that he has set bar higher and raised expectations considerably.

Council Member Williams observed that she has heard nothing but positive feedback from citizens regarding his service.

4. Boards

- a. Parks Board Minutes – May 5, 2014
- b. Planning Commission Minutes – Corrections page 8 of June 17, 2014; October 27, 2014

Q. Executive Session **None**

R. Adjournment

**Council Member Schmid moved, and Council Member Smeback seconded, that the meeting be adjourned. Motion passed with 6 yes votes and 1 no vote.**

The meeting adjourned at 5:39pm.

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

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

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

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

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

\_\_\_\_\_  
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**

**11/25/2014      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**

**11/25/2014      J – 1**

**Title:** Public Hearing: updated City of Selah Water System Plan

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** None

**Funding Source:** N/A

**Staff Recommendation:**

Hold a public hearing and take public comment on the update of the 2008 Water System Plan

**Background / Findings & Facts:**

The Department of Health requires the City is to update its water system plan every six years. The last update was adopted in 2008.

**Recommended Motion:**

Hold hearing and take public comment on the adoption of the 2014 Water System Plan.



**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:

10/28/2014

Resolution establishing November 25, 2014 as the Public Hearing date to consider the adoption of the 2014 Water System Plan.

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

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

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

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

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

# CITY OF SELAH

## *WATER SYSTEM PLAN*



Prepared by:



PROJECT NO. 13046

OCTOBER 2014

**INTRODUCTION**

**AND**

**EXECUTIVE SUMMARY**

## **INTRODUCTION**

The City of Selah is located in the upper Yakima Valley, within the northern part of Yakima County. The City lies along Interstate 82, approximately 3 miles north of the City of Yakima, and 36 miles south of the City of Ellensburg, in a dry, sunny area consisting of cultivated lands and sage-covered foothills. Incorporated in 1919, Selah lies against the west foothills of the valley, with over two-thirds of the City varying from 1,100 to 1,200 feet in elevation above mean sea level. Selah's economy depends largely on the agricultural industry; two fruit warehouses and two fruit juice companies provide the majority of employment within the City.

Selah recognizes the need to improve and expand its water system if it is to meet the demands of its system users and to keep pace with other growth-oriented improvements in this vital Yakima County community. Huibregtse, Louman Associates, Inc. (HLA), was authorized by the City of Selah to prepare this Water System Plan, which represents the culmination of planning and data collection efforts.

## **PLANNING REQUIREMENTS**

Water systems with 1,000 or more services are required to have a water system plan approved by the Washington State Department of Health (DOH) pursuant to the Washington Administrative Code, WAC 246-290-100 and WAC 246-291-140.

In order to assist water utilities in preparing their plans, the Department of Health has published the *Water System Planning Handbook* dated April 1997. This handbook identifies information needed to develop a "well-conceived and clearly-stated" water system plan. The handbook is organized into 10 major chapters, with each chapter representing a basic water system plan component. The 10 chapters are:

1. Description of Water System
2. Basic Planning Data and Water Demand Forecasting
3. System Analysis
4. Water Use Efficiency Program and Water Rights
5. Source Water Protection
6. Operation and Maintenance Program
7. Distribution Facilities Design and Construction Standards
8. Improvement Program
9. Financial Program
10. Miscellaneous Documents

Each chapter is divided into several sections to address specific topics in detail. The City of Selah 2014 *Water System Plan* update has been prepared in the format of the Department of Health's *Water System Planning Handbook*.

## **OBJECTIVE**

The principal goal of water system planning is to make efficient use of available resources. This is accomplished by making decisions about water system capital improvements and operations which are in accordance with overall system policies and directions expressed in a utility's water system plan.

An equally important reason for developing a water system plan is to assure orderly growth of the system while maintaining reliable delivery of high quality water. The plan is intended to guide water utility actions in a manner consistent with other activities taking place in the community.

The water system plan is intended to look ahead at least 20 years into the future. Development of a definite improvement schedule and financial program is required for the first six-year period, while the planning approach for the second period may be more conceptual. To continually provide adequate guidance to decision makers, the plan requires updating every six years.

Once adopted by the City of Selah and approved by the Department of Health (DOH), the Water System Plan is considered by DOH "to be a commitment to implement the actions identified in the improvement schedule." Future water system decisions shall be in accordance with the Water System Plan.

**PROJECTED WATER DEMANDS**

To plan for Selah's future water needs, the following items were examined:

Basic Planning Data (CHAPTER 2): Land use, future service area boundary, and population growth are used to evaluate demands on the Selah water system. The City's 2012 service population was 7,290, and the future population is projected to be 8,764 by the year 2018. Selah's 2012 number of residential water services was 2,116, and the future number of residential services is projected to be 2,287 by the year 2018.

Current Water Demands (CHAPTER 2): Selah's greatest year of water consumption in the last six years was in 2008 when 870.59 million gallons was consumed. This is equal to an average daily consumption of 2,385,173 million gallons. The maximum month of water consumption was experienced in August 2009, when the average daily consumption for the month was 3,738,190 gallons. Maximum day consumption (based upon the maximum day of water production in the month) was 4,405,417 gallons on August 4, 2009, and peak hour consumption was calculated to be 5,507 GPM.

Projected Water Demands (CHAPTER 2): Selah's water demand forecast for the year 2018, and the City's current source capacity and water rights are below:

	<u>Projected Year 2018 Demand</u>	<u>Current Source Capacity</u>	<u>Current Water Rights</u>
ERUs	6,014	-----	-----
Annual	883.871 MG	1,865.880 MG	1,550.945 MG
Maximum Day	5.073 MGD	7.920 MGD	7.920 MGD
Peak Hour	6,341 GPM	5,500 GPM	-----

**SUMMARY OF SYSTEM DEFICIENCIES AND RECOMMENDED IMPROVEMENTS**

The following is a listing of the major water system deficiencies and recommended improvements which have been identified in the existing water system. A more detailed description of these deficiencies and related improvements can be found in CHAPTER 8 of this Plan.

**SUPPLY**

**Water Rights** – A City's water right status is crucial in determining the amount of possible future growth. Currently, Selah has annual rights ( $Q_a$ ) of 4,760 acre-feet per year and instantaneous rights ( $Q_i$ ) of 5,500 GPM. As discussed in CHAPTER 2 of this Plan, current water rights are adequate in providing for existing and projected year 2032 demands, but will become the limiting factor in the City's future physical system capacity beyond the 20-year planning horizon. Should population trends and demand projections change, the water rights may be exceeded by year 2032.

As discussed in CHAPTER 1 of this Plan, the City currently requires that any proposed new development, which will exceed the City's current water right capacity, to transfer any water right the developer may hold to the City, prior to approval of the new development.

The *2008 Comprehensive Water Plan* describes the need for the City to control large industrial water use and explore the potential of transferring existing water rights owned by industries to the City. Industrial water consumption is still the highest among all user categories and projected future demands will need to be closely monitored by the City.

**Source Well Capacity** – Selah's source wells are limited by the City's water rights of 5,500 GPM, but are capable of producing 6,350 GPM should additional water rights be acquired. The year 2012 source capacity is adequate to meet current and anticipated 2032 demands. However, if population trends and demand projections change, the source well capacities may need to be reevaluated for year 2032.

**Booster Pump Stations** – Rehabilitation of the Palm Park booster pump station was identified as a recommended system improvement in the *2008 Comprehensive Water Plan*, but was never implemented. This booster pump station still needs to be rehabilitated to make it a more reliable source of supply to the upper pressure zones. Currently, the Palm Park booster pump is only used continuously at peak times of the year (summer months) when demand is high.

Any future development within Zone 6 north (Valhalla Heights) will require a new booster pump station to serve this pressure zone. Similarly, when anticipated development of Zone 7 occurs, a new booster pump station will be necessary to supply this upper pressure zone. These improvements are shown in Figure 8-1.

## STORAGE

**Storage Capacity** – As discussed previously in this Chapter and in CHAPTER 2 of this plan, the City's reservoir storage capacity is adequate to meet the 20-year projected demand, by nesting fire suppression and standby storage. Therefore, no improvement project is recommended at this time. If future water demands change, the City may need to reevaluate the need for additional storage.

**Reservoir Cleaning and Maintenance** – The North Reservoirs were constructed in 1938 and have some minor cracking and signs of age. The smaller North Reservoir has been offline for some time due to a leak. It is recommended both reservoirs be rehabilitated and the smaller reservoir be reincorporated into the water system.

## DISTRIBUTION

**Service Meters** – The City's existing water service meters are primarily hand-read. It is recommended the City implement radio-read service meters in the future, requiring less labor and more accurate, readily available consumption data. Replacement of older service meters is necessary to improve accuracy and potentially reduce the DSL percentage.

**Fire Flow Capacity** – Figure 3-5 identifies existing system fire flow capacities along with the minimum fire flow requirements for regions within the City. As shown on the figure, some locations are deficient based on the computer hydraulic model. Refer to Figure 8-1 for suggested improvements to address deficiencies.

**Water Main Upsizing and Replacement** – Most of the deficiencies identified shown in Figure 3-5 can be addressed by upsizing water mains. Suggested improvements for water main upsizing are shown in Figure 8-1.

**Pressure** – Water services currently range in elevation from 1,080 to 1,500 feet, with static pressures ranging from 37 to 97 psi. Higher pressures are experienced at lower portions of the distribution system, at locations furthest away from reservoirs in respective pressure zones. Typically, distribution system pressures should not exceed 100 psi, unless the design engineer can justify the need for the excessive pressure, and verify the pipe material is appropriate. High pressures are beneficial at these locations for fire flow reliability. Few locations experience pressure greater than 100 psi. In those locations, the City will install and maintain individual service PRVs if determined necessary by the Public Works Supervisor.

## TELEMETRY

Selah's telemetry control system was installed in 2001 and is controlled by a master Programmable Logic Controller (PLC), which is located at the City's public works office. The Human Machine Interface (HMI) computer is the City's connection to the master PLC for making operational adjustments to the water system. A new HMI computer was purchased in 2012.

## PROPOSED WATER SYSTEM FINANCIAL PROGRAM

Recommended system improvements are scheduled for completion in annual increments for the next six (6) years, as shown in Table 8-1 and Table 8-2 in CHAPTER 8 of this Plan. Scheduling of the remaining improvements beyond this six-year period needs to be reviewed yearly as priorities and City growth

patterns change and progress. Major recommended improvements for future years (2021 through 2035) have been estimated, but have not been scheduled at this time. The estimated improvement costs are provided in Table 8-1 and Table 8-2, as well as the total projected yearly cost.

In order to fund the recommended water system improvements discussed in this Plan, a proposed financial program has been developed and is provided in Table 9-5 in CHAPTER 9 of this Plan. The proposed financial program incorporates projected operations, improvements, and loan costs for the next six-year period. Projected revenues and expenditures of the water system include growth factors and inflation rates, in addition to the recommended rate increases, to account for estimated growth within the City, as discussed in CHAPTER 9 of this Plan.

The City of Selah will continue annual reviews of the water system's financial program during their budget preparation process. The financial program will also be reviewed and revised as needed during the next update of the *Water System Plan*. This continued review will allow for modifications to the proposed rate and revenue increases, should financial conditions change.

# CITY OF SELAH

## Water System Plan Update

### RECOMMENDED WATER SYSTEM IMPROVEMENTS

#### LEGEND

- RETAIL SERVICE AREA BOUNDARY (CITY LIMITS)
- FUTURE SERVICE AREA BOUNDARY (URBAN GROWTH AREA)
- POSSIBLE FUTURE ZONE 1 IMPROVEMENTS
- POSSIBLE FUTURE ZONE 2 IMPROVEMENTS
- POSSIBLE FUTURE ZONE 3 IMPROVEMENTS
- POSSIBLE FUTURE ZONE 4 IMPROVEMENTS
- POSSIBLE FUTURE ZONE 5 IMPROVEMENTS
- POSSIBLE FUTURE ZONE 6 IMPROVEMENTS

#### RECOMMENDED SYSTEM IMPROVEMENTS

- 1 East Goodlander Road Water Main Improvements
- 2 Palm Park Booster Pump Station Replacement
- Year 2017 Improvements**
- 3 Third St. Water Main Upsizing (DWSRF Loan Secured)
- Year 2016 Improvements**
- 4 Orchard Ave. Water Main Replacement and Upsizing
- 5 W. Natchez Ave. Water Main Replacement and Upsizing
- 6 Well No. 7 Improvements
- Year 2021-2035 Improvements**
- 7 W. Bartlett Ave. and N. 7th St. Water Main Replacement and Upsizing
- 8 Lyle Loop Water Main and PRV Station
- 9 Goodlander Heights Water Main Replacement and Upsizing
- 10 S. Second St. and Yakima Ave. Water Main Replacement and Upsizing
- 11 Seneca Meter Replacement (Not Shown)
- 12 Zone 6 Booster Pump Station (Private)
- 13 Tree Top Ross Flank Water Main Upsizing (Private)
- 14 North Park Curber Loop to N. Wenas Rd. (Private)
- 15 Zone 7 Booster Pump Station (Private)



SCALE: 1" = 100'

FIGURE 8-1

**TABLE 8-2 SCHEDULE OF RECOMMENDED MAJOR CAPITAL IMPROVEMENTS**

Priority No.	Improvement Description	Estimated Cost in 2014 Dollars	Completion Year							Funding Source
			2015	2016	2017	2018	2019	2020	2021 to 2035	
1	East Goodlander Road Water Main Improvements	82,520	85,000							City
2	Palm Park Booster Pump Station Replacement	948,200		1,005,950						SRF Loan/City
3	Third Street Water Main Upsizing	714,828			714,828					SRF Loan/City
4	Orchard Avenue Water Main Replacement and Upsizing	600,640					696,310			SRF Loan/City
5	W. Naches Ave. Water Main Replacement and Upsizing	468,200					542,770			SRF Loan/City
6	Well No. 7 Improvements	228,100					264,430			SRF Loan/City
7	W. Bartlett Ave. and N. 7th St. Water Main Replacement and Upsizing	755,500							929,170	SRF Loan/City
8	Lyle Loop Water Main Extension and PRV Station	242,110							297,760	SRF Loan/City
9	Goodlander Heights Water Main Replacement and Upsizing	669,590							823,510	SRF Loan/City
10	S. Second St. and Yakima Ave. Water Main Replacement and Upsizing	248,230							305,290	SRF Loan/City
11	Service Meter Replacement (to Auto Meter Read fund)	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	Delinquent Fees
12	Zone 6 Booster Pump Station	N/A								Private
13	Tree Top Ross Plant Water Main Upsizing	N/A								Private
14	North Park Center Loop to N. Wenas Rd.	N/A								Private
15	Zone 7 Booster Pump Station	N/A								Private
<b>TOTAL COSTS</b>		<b>3,945,198</b>	<b>103,000</b>	<b>1,023,950</b>	<b>732,828</b>	<b>18,000</b>	<b>1,521,510</b>	<b>18,000</b>	<b>2,373,730</b>	

Note: Improvement costs for years following 2014 include 3% inflation per year.

**TABLE 9-5 PROPOSED WATER OPERATING FUND (FUND 411) FINANCIAL PROGRAM**

Year Ending	2014 <sup>a</sup>	2015	2016	2017	2018	2019	2020
<b>BEGINNING FUND( 411) BALANCE</b>	713,201	542,398	406,743	523,422	602,667	520,443	648,108
<b>REVENUES</b>							
Water Sales	1,597,000	1,860,000	1,726,000	1,795,000	1,866,000	1,921,000	1,978,000
Miscellaneous Revenue	42,100	41,400	41,347	42,264	42,919	42,443	43,437
Subtotal Sales and Misc. Rev.	1,639,100	1,701,400	1,767,347	1,837,264	1,908,919	1,963,443	2,021,437
Misc. Transfers In	20,000	13,000	0	0	0	0	0
Water Reserve (481) Transfers In	0	100,000	0	0	0	0	0
DWSRF Loan Proceeds	2,091,074	0	1,005,950	714,828	0	1,503,510	0
<b>TOTAL - REVENUES</b>	<b>3,750,174</b>	<b>1,814,400</b>	<b>2,773,297</b>	<b>2,552,092</b>	<b>1,908,919</b>	<b>3,466,953</b>	<b>2,021,437</b>
<b>EXPENDITURES</b>							
<b>Water Operations<sup>b</sup></b>							
Other Services and Charges	35,500	0	0	0	30,000	0	0
Salaries and Wages	368,868	424,251	437,000	451,000	465,000	479,000	494,000
Personnel Benefits	147,216	180,241	186,000	192,000	198,000	204,000	211,000
Supplies	110,300	115,300	119,000	123,000	127,000	131,000	135,000
Other Services and Charges	360,924	338,768	349,150	360,310	371,470	382,640	394,810
<b>Subtotal - Water Operations</b>	<b>1,022,808</b>	<b>1,058,560</b>	<b>1,091,150</b>	<b>1,126,310</b>	<b>1,191,470</b>	<b>1,196,640</b>	<b>1,234,810</b>
<b>Capital Outlay</b>							
Machinery, Equipment & Misc.	14,500	19,600	50,000	50,000	50,000	50,000	50,000
Misc. Capital Improvements	0	154,140	35,530	40,970	176,700	20,870	159,400
Major Capital Improvements	2,292,478	85,000	1,005,950	714,828	0	1,503,510	0
<b>Subtotal - Capital Outlay</b>	<b>2,306,978</b>	<b>258,740</b>	<b>1,091,480</b>	<b>805,798</b>	<b>226,700</b>	<b>1,574,380</b>	<b>209,400</b>
<b>Transfers Out</b>							
Fund 110 - City St	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Fund 115 - Local Access St. Imp.	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Fund 171 - PW Equip. Reserve	25,000	5,000	5,000	5,000	5,000	5,000	5,000
Fund 321 - Utility Maint. Facility	0	0	2,000	2,000	2,000	2,000	2,000
Fund 452 - W/S Bond Red.	0	0	0	0	0	0	0
Fund 461 - Water Reserve	240,000	203,000	50,000	50,000	50,000	50,000	50,000
Fund 461 - Res. Delinquent Fees	18,000	18,000	18,000	18,000	18,000	18,000	18,000
<b>Subtotal - Transfers Out</b>	<b>313,000</b>	<b>256,000</b>	<b>105,000</b>	<b>105,000</b>	<b>105,000</b>	<b>105,000</b>	<b>105,000</b>
<b>Debt Service</b>							
PWTF Loan (Includes Interest)	183,047	181,352	179,657	177,862	176,268	174,573	172,878
SRF Loan (Includes Interest)	95,144	195,403	189,331	257,776	291,705	288,695	392,190
<b>Subtotal - Debt Service</b>	<b>278,191</b>	<b>376,755</b>	<b>368,988</b>	<b>435,738</b>	<b>467,973</b>	<b>463,268</b>	<b>565,068</b>
<b>TOTAL - EXPENDITURES</b>	<b>3,920,977</b>	<b>1,950,055</b>	<b>2,666,618</b>	<b>2,472,846</b>	<b>1,991,143</b>	<b>3,339,288</b>	<b>2,114,278</b>
<b>ENDING FUND( 411) BALANCE</b>	<b>542,398</b>	<b>406,743</b>	<b>523,422</b>	<b>602,667</b>	<b>520,443</b>	<b>648,108</b>	<b>555,267</b>
<b>NET INCREASE (DECREASE)</b>	<b>(170,803)</b>	<b>(135,655)</b>	<b>116,879</b>	<b>79,246</b>	<b>(82,225)</b>	<b>127,666</b>	<b>(92,841)</b>
Projected Rate Increase at Start of Year	3.0%	4.0%	4.0%	4.0%	4.0%	3.0%	3.0%

<sup>a</sup> 2014 figures are consistent with actual budget by the City.

<sup>b</sup> Water Operations expenditures include 2% inflation per year.

**TABLE 9-6 PROPOSED WATER RESERVE FUND (FUND 461) FINANCIAL PROGRAM**

Year	2014	2015	2016	2017	2018	2019	2020
Beginning General Reserve Fund Balance	191,500	405,610	508,910	561,410	614,210	667,210	720,510
Beginning Reservoir Replacement Fund Balance	66,666	164,461	189,461	216,401	243,401	270,601	297,901
Beginning Auto Meter Read Fund Balance	74,834	128,297	146,297	164,297	182,297	200,297	218,297
<b>Total Beginning Reserve Fund Balance</b>	<b>333,001</b>	<b>698,369</b>	<b>844,669</b>	<b>942,109</b>	<b>1,039,909</b>	<b>1,138,109</b>	<b>1,236,709</b>
Investment Interest	900	300	2,500	2,800	3,000	3,300	3,600
Operating Transfers In	240,000	203,000	50,000	50,000	50,000	50,000	50,000
Cap. Cost Recovery Fee (Reservoir Replacement)	115,500	20,000	20,000	20,000	20,000	20,000	20,000
Plant Investment Fee (Reservoir Replacement)	4,400	5,000	6,000	6,000	6,000	6,000	6,000
Delinquent Fees (Auto Meter Read)	18,000	18,000	18,000	18,000	18,000	18,000	18,000
<b>Total Resources In</b>	<b>378,800</b>	<b>246,300</b>	<b>96,500</b>	<b>96,800</b>	<b>97,000</b>	<b>97,300</b>	<b>97,600</b>
General Reserve Fund Transfers Out	26,790	100,000	0	0	0	0	0
Reservoir Replacement Fund Transfers Out	22,105	0	0	0	0	0	0
Auto Meter Read Transfers Out	(35,463)	0	0	0	0	0	0
<b>Total Transfers Out</b>	<b>13,432</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Ending General Reserve Fund Balance	405,610	508,910	561,410	614,210	667,210	720,510	774,110
Ending Reservoir Replacement Fund Balance	164,461	189,461	215,461	242,401	269,401	296,601	323,901
Ending Auto Meter Read Fund Balance	128,297	146,297	164,297	182,297	200,297	218,297	236,297
<b>Total Ending Reserve Fund Balance</b>	<b>698,369</b>	<b>844,669</b>	<b>941,169</b>	<b>1,038,909</b>	<b>1,136,909</b>	<b>1,235,409</b>	<b>1,334,309</b>

**9.4 WATER RATES**

Selah's current water rates and rate structure were adopted in 2014, Resolution No. 2354. The water service rates are split into the following four separate categories:

- a) Within corporate limits
- b) Two-family dwellings, multiple dwellings, group houses and condominiums, apartment houses, and mobile home parks
- c) Low-income senior citizens and low-income disabled persons occupant rate

A summary of the current water service rates for the City is provided below. All consumption beyond the consumption threshold is charged at the average rate shown per one hundred (100) cubic feet of usage. The complete list of the City's current water rates is provided in Chapter 9.02.190 of the City's municipal code, a copy of which is provided in CHAPTER 10 of this Plan.



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



**COUNCIL MEETING      ACTION ITEM**

**11/25/2014      M – 1**

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

**Thru:** David Kelly, City Administrator

**From:** Richard Hayes, Chief of Police

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** There is a 9% increase for 2015. Cost in 2014, \$42,858. Cost with increase for 2015, \$46,714.52.

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

**Staff Recommendation:**

Approval

**Background / Findings & Facts:**

The Yakima County Sheriff's Office currently provides 24-hour dispatch services, telephone service, radio communications, ACCESS service and confirms Selah's Arrest Warrants.

**Recommended Motion:**

Approve the Resolution



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



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

Date:	Action Taken:
11/12/2013	Resolution authorizing the Mayor to sign a Law Enforcement Assistance Agreement relating to Communications between the City of Selah and Yakima County
11/13/2012	Resolution authorizing the Mayor to sign a police communications Service Contract between the City of Selah and the Yakima County for dispatch Services for the Year 2013
9/8/2009	Resolution authorizing the Mayor to sign a police communications Service Contract between the City of Selah and the city of Yakima for dispatch Services for the Years 2010 through 2012

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

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

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

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

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

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

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

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

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

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

**PASSED** this 25th day of November, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

# YAKIMA COUNTY SHERIFF'S OFFICE



KEN IRWIN, Sheriff

P.O. BOX 1388, YAKIMA, WASHINGTON 98907  
www.pan.co.yakima.wa.us/sheriff

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

DATE: October 27, 2014  
TO: Chief Rick Hayes  
FROM: Sheriff Ken Irwin  
SUBJECT: 2015 Communications Services

Enclosed are three copies of your year 2015 Law Enforcement Assistance Agreement Communications contract with the Yakima County Sheriff's Office. The contract reflects a nine percent (9%) increase for services for 2015.

We have enjoyed our partnership with the City of Selah and take pride in the quality of communications services we provide.

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

If you would like to discuss any aspect of this contract please contact me at 574-2600 or 728-0773.

Sincerely yours,

Ken Irwin  
Sheriff

KI/mj

# **LAW ENFORCEMENT ASSISTANCE AGREEMENT**

## **COMMUNICATIONS/2015**

**THIS AGREEMENT is entered into by and between the Yakima County Sheriff (hereinafter referred to as the Sheriff) and the City of Selah (hereinafter referred to as the City), to become effective on January 1, 2015.**

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

### **1. PURPOSE:**

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

### **2. AUTHORITY:**

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

### **3. DUTIES OF THE SHERIFF:**

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

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

### **4. DUTIES OF THE CITY:**

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

**5. PAYMENT:**

For the services provided by the Sheriff, the City shall pay the Yakima County Sheriff's Office a quarterly fee of eleven thousand six hundred seventy eight dollars and sixty three cents, (\$11,678.63), for an annual cost of forty six thousand seven hundred fourteen dollars and fifty two cents, (\$46,714.52).

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

**6. TERM:**

The term of this agreement is January 1, 2015 through December 31, 2015.

**7. MODIFICATION:**

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

**8. TERMINATION:**

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

**9. PARTIES:**

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

**10. DISCLAIMER OF LIABILITY AND HOLD HARMLESS:**

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

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

**11. RADIO FREQUENCY RESOURCES:**

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

**12. SHERIFF'S COMMUNICATION USER'S GROUP:**

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

**YAKIMA COUNTY SHERIFF**

**CITY OF SELAH**

\_\_\_\_\_  
Sheriff Ken Irwin

\_\_\_\_\_  
Mayor

Approved as to form:

ATTEST this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
DEPUTY PROSECUTING ATTORNEY

BY \_\_\_\_\_  
City of Selah Clerk

**BOARD OF YAKIMA COUNTY COMMISSIONERS:**

ATTEST this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Kevin J. Bouchey, Chairman

\_\_\_\_\_  
J. Rand Elliott, Commissioner

By: \_\_\_\_\_  
Tiera L. Girard,  
Clerk of the Board

\_\_\_\_\_  
Michael D. Leita, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*



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



**COUNCIL MEETING      ACTION ITEM**

**11/25/2014      M – 2**

**Title:** Resolution authorizing the Mayor to sign an amendment to the Interlocal Agreement for Transit Services with City of Yakima / Yakima Transit for Provision of Yakima-Ellensburg Commuter Service

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** \$ 16,000 annually.

**Funding Source:** Fund 119 Transit

**Staff Recommendation:**

Approve Resolution.

**Background / Findings & Facts:**

On June 3, 2014 CWA, Inc replaced HopeSource Transit as the provider of commuter services between the cities of Yakima and Ellensburg. In order to financially support this change the City of Selah agreed to provide \$ 16,000 annually.

**Recommended Motion:**

I move to approve the Resolution authorizing the Mayor to sign a contract with the City of Yakima for Ellensburg-Yakima commuter service.



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



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

Date:

Action Taken:

12/11/2012

Resolution authorizing the Mayor to sign an Interlocal Agreement for Transit Services with City of Yakima / Yakima Transit effective January 1, 2013 through December 31, 2018

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

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

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

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

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

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

**A RESOLUTION** authorizing the Mayor to sign an Interlocal Agreement with the City of Yakima / Yakima Transit for Provision of Yakima-Ellensburg Commuter Service.

**WHEREAS**, the City of Selah and the City of Yakima / Yakima Transit currently are parties to an Interlocal Agreement wherein Yakima Transit provides transit Related services and maintains routes within the City of Selah in exchange for payment by the City of Selah for those services; and

**WHEREAS**, the City of Selah and Yakima transit wish to enter into an additional Interlocal Agreement providing for the support of the public transportation service known as the "Yakima-Ellensburg Commuter" service, which provides fixed-route commuter service to and from the City of Yakima and surrounding communities, and the City of Ellensburg and Central Washington University;

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

The Mayor is authorized to sign an Interlocal Agreement with the City of Yakima / Yakima Transit for Provision of the Yakima-Ellensburg Commuter Service.

**PASSED** this 25<sup>th</sup> day of November, 2014.

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

ATTEST:

APPROVED AS TO FORM:

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

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

**INTERLOCAL AGREEMENT  
FOR PROVISION OF YAKIMA-ELLENSBURG COMMUTER SERVICE  
(City of Yakima – City of Selah)**

THIS INTERLOCAL AGREEMENT is entered into by and between the City of Yakima and City of Selah to provide for the support of the public transportation service known as the “Yakima-Ellensburg Commuter” service, which provides fixed-route commuter service to and from the City of Yakima and surrounding communities, and the City of Ellensburg and Central Washington University.

**I. RECITALS**

A. City of Yakima, hereafter “Yakima,” is a municipal corporation of the State of Washington located at 129 North 2<sup>nd</sup> Street, Yakima, WA 98901.

B. City of Selah, hereafter “Selah,” is a municipal corporation of the State of Washington located at 115 W Naches Ave., Selah, WA 98942.

C. Pursuant to the provisions of Revised Code of Washington (RCW) § 39.33.050, Yakima has developed and operates a public mass transportation system (“Yakima Transit”), and, therefore, has the authority to contract with any other municipal corporation or political subdivision of the State for mass public transportation services.

D. RCW Ch. 39.34, entitled “Interlocal Cooperation Act,” permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage.

E. On June 3, 2014, Yakima entered into an agreement with CWA, Inc., a Washington corporation, whereby CWA, Inc. provides fixed-route commuter service to and from the Cities of Yakima and Ellensburg. This “Yakima-Ellensburg Commuter Service” Agreement provides that CWA, Inc. will provide such commuter service from June 15, 2014, through June 30, 2015, with Yakima Transit having the option of a one-year extension to June 30, 2016, all conditioned on Yakima’s receipt of funding in the amount equal to at least current funding levels.

F. Yakima and Selah agree that the Yakima-Ellensburg commuter service benefits citizens of both cities, and that provision of such service is in the best interests of the residents of Yakima and Selah and will promote the general health, safety, and welfare.

G. Pursuant to the authority of RCW Chapter 39.34 and RCW § 39.33.050, Yakima and Selah desire to enter in an interlocal agreement to provide for supportive funding during this time to enable and promote the Yakima-Ellensburg commuter service.

**II. AGREEMENT**

IN CONSIDERATION of the mutual covenants, conditions and mutual benefits herein, the parties agree as follows:

1. **Agreement to Participate in Funding.** Selah agrees to contribute Sixteen Thousand Dollars (\$16,000) annually toward the provision of the Yakima-Ellensburg commuter service as described and set forth in the “Yakima-Ellensburg Commuter Service” Agreement dated June 4,

2014, by and between Yakima and CWA, Inc. Such amount shall be paid by Selah in quarterly installments for services rendered during the previous quarter within 30 days of being invoiced.

**2. Provision of Commuter Service.** The continuation of the Yakima-Ellensburg commuter service is conditioned upon Yakima's receipt of funds from all sources sufficient to pay for the cost of such service. The commuter service is currently funded in large part by grant funds administered by the Washington State Department of Transportation. Such funds are appropriated pursuant to the biennial budget adopted by the State of Washington, and Yakima desires to continue the commuter service, so long as grant funding in an amount sufficient to enable Yakima to continue such service.

**3. Term of Agreement.** This Agreement shall commence upon execution by the last party to sign and shall continue for an indefinite period unless terminated as provided in Section 4 below.

**4. Termination of Agreement.** This Agreement may be terminated in any of the following ways:

(a) At any time by mutual agreement of both parties.

(b) By either party delivering written notice of termination to the other party at least ninety (90) days prior to the effective date of termination.

(c) This Agreement shall automatically terminate upon cessation of the Yakima-Ellensburg commuter.

(d) This Agreement may be terminated at any time by Yakima when Yakima determines, in its sole discretion, that funds on hand or committed are insufficient to fully fund the continuation of the commuter service. In the event Yakima determines that such funding may be insufficient to continue the service, it will provide notice of such insufficiency to Selah as soon as reasonably possible so as to enable the parties to mutually agree on the date of termination of this Agreement. If the parties cannot agree, Yakima reserves the right to terminate this Agreement at any time and will deliver written notice of such termination to Selah.

**5. Effect of Termination.** Upon the effective date of termination, the rights and obligations of both parties under this Agreement shall terminate; provided, however, that Selah shall remain responsible for payment of any unpaid (prorated by service day) portion of the \$16,000 annual payment earned by Yakima through the effective date of termination. Likewise, if Selah has prepaid to Yakima any portion of the \$16,000 annual payment, the portion of such payment representing prepayment for services to occur after the effective date of termination shall be refunded and remitted by Yakima to Selah.

Termination of this Agreement shall not cancel or terminate the parties' obligations to hold the other party harmless for any liability, claim, or demand arising or occurring during the term of the Agreement.

**6. Nondiscrimination.** In administering this Agreement, Yakima and Selah will comply with all laws regarding discrimination; and each party shall be responsible for its discriminatory acts, including the acts of its own officers, agents and employees.

7. **Independent Contractor/Insurance.** The parties agree and understand that Selah's participation in this Agreement is limited solely to provision of partial funding to enable Yakima to continue to provide the commuter service through a separate agreement with a third-party contractor. Yakima retains sole responsibility and authority to administer all contracts with providers of the commuter service and with each agency providing funding for such service. Selah and Yakima are each independent contractors, and will be solely responsible for the negligent or wrongful acts of their respective employees, officers and officials, and, as such, do not provide insurance covering the acts and/or omissions of the other party, its officials, officers and/or employees. Nothing in this Agreement shall be construed to create any relationship between the parties other than independent contractors, and the officials, officers, employees, and volunteers of each party shall not be deemed for any purpose to be the officials, officers, employees or volunteers of the other party.

8. **Hold Harmless.** Each party in this contract shall be responsible for the acts and/or omissions of itself, and its officers, employees, and agents and each party agrees to hold harmless the other for the acts and/or omissions of itself, and its officers, employees, and agents. Neither party to this agreement shall be responsible for the acts and/or omissions of those not a party to this contract.

9. **Disputes.** Yakima and Selah will, prior to institution of litigation of any dispute under this agreement, seek mediation of the disputes upon selection of a mutually acceptable mediator.

10. **Governing Law – Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Venue for any action shall lie in Yakima County, State of Washington.

11. **Administration.** This Agreement shall be jointly administered by the City Managers/Administrators of each party, who delegate such administrative duties to the following individuals or their subsequent replacements:

City of Yakima  
Alvie Maxey  
Yakima Transit Manager  
2301 Fruitvale Boulevard  
Yakima, WA 98902

City of Selah  
David Kelly  
City Administrator  
115 W Naches Ave.  
Selah, WA 98942

12. **Acquisition of Property and Assets.** The parties do not intend to jointly acquire or manage any property. Costs, expenses, and disbursements of each party in the performance of this Agreement shall be administered separately by each party. Acquisition of property by either party shall be in accordance with the laws and procedures applicable to such party.

13. **Posting of Agreement.** Upon execution of this Agreement, a copy thereof shall be posted or published in conformity with the provisions RCW Ch. 39.34.

14. **Records and Reports.** Reports and documents generated by Yakima for Selah pursuant to the services provided under this Agreement shall be delivered by Yakima to Selah; provided, however, Yakima shall be entitled to retain copies of such reports and documents. All such documents and reports shall be subject to disclosure pursuant to the *Public Records Act*, RCW Ch. 42.56, as applicable. Yakima records and reports documenting services rendered and billings based thereon shall be made available to Selah for inspection and copying, as

appropriate, during regular business hours of Yakima or Yakima Transit, as applicable, upon request by Selah.

**15. Waiver and Amendments.** Waiver of any breach or any term or condition of this Agreement shall not waive any prior or subsequent breach. No term or condition is waived, modified or deleted except by an instrument in writing signed by both parties.

**16. Entire Agreement and Modifications.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter herein. The parties may supplement the Agreement by addenda or amendments, when agreed upon by both parties in writing. The parties shall attach copies of such addenda and amendments and by reference incorporate them herein.

**17. No Third-Party Beneficiary.** Nothing in this Agreement is intended to create any rights in any entity not a party to this Agreement nor is any person or entity not named a party herein a third party beneficiary to this Agreement.

**18. No Public Official Liability.** No provision of this Agreement nor any authority granted by this Agreement is intended to create or result in any personal liability for any public official or agent of a party, nor is any provision of this Agreement to be construed to create any such liability.

**WHEREFORE,** this Agreement is executed and effective upon the date signed by the last party to sign below:

CITY OF YAKIMA

CITY OF SELAH

\_\_\_\_\_  
Tony O'Rourke, City Manager

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

Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014

ATTEST:

ATTEST:

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

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



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



**COUNCIL MEETING      ACTION ITEM**

**11/25/2014      M – 3**

**Title:** Resolution Revising Rates For 2015 Water Utility Services

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** Increase for ¾” water service using 10 hundred cubic feet (hcf) per month \$.92 and \$.04 per additional hcf, 1” water service using 10 hcf per month \$1.05 and \$.04 per additional hcf, 1 ¼ - 1 ½ water service using 10 hcf per month \$1.19 and \$.04 per additional hcf, 2” water service using 10 hcf per month \$1.38 and \$.04 per additional hcf, 3” water service using 20 hcf per month \$2.01 and \$.04 per additional hcf, 4” water service using 20 hcf per month \$2.26 per month and \$.06 per additional hcf for the next 180 hcf and \$.05 per additional hcf, over 4” water service using 20 hcf per month \$2.26 per month and \$.06 per additional hcf for the next 4,980 hcf and \$.05 per additional hcf. Multiple dwelling units / mobile home park units \$.41 per month for each dwelling unit or space / Senior or Disabled Low Income service using 3 hcf per month \$.37 per month and \$.05 per additional hcf for the next 7 hcf and \$.06 per additional hcf. Bulk water users will pay an increase of \$.06 per hundred gallons.

**Funding Source:** [Click here to enter text.](#)

**Staff Recommendation:**

Approval

**Background / Findings & Facts:**

As a part of the 2015 budget development a 4 % rate increase was determined appropriate for the Water fund.



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



**Recommended Motion:**

I move to approve the Resolution revising rates for 2015 Water utility services.

**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.](#)

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

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

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

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

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

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

A RESOLUTION REVISING RATES FOR WATER UTILITY SERVICES

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

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

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

Water Service Charges:

a) Within Corporate Limits

Meter Size	Consumption (100 cubic ft)	Minimum	Overage (per 100 cubic ft)
3/4" or smaller	First	\$14.74	
	Next		1.31
	Over		1.02
1"	First	19.59	
	Next		1.31
	Over		1.02
1-1/4" through 1-1/2"	First	24.47	
	Next		1.31
	Over		1.02
2"	First	29.34	
	Next		1.31
	Over		1.02
3"	First	39.15	
	Next		1.31
	Over		1.02
4"	First	58.71	
	Next		1.64

	Over	200		1.31
Over 4"	First	20	58.71	
	Next	4,980		1.64
	Over	5,000		1.31

- b) The minimum charge per month for the availability of water service for two-family dwellings, multiple dwellings, group houses and condominiums, apartment houses, and mobile home parks as defined in Chapter 10.02 shall be ten dollars and fifty-nine cents (\$10.59) for each dwelling unit or mobile home space. Each dwelling unit or mobile home space shall be allotted 300 cubic feet of minimum consumption, and water used over this minimum amount shall be charged at the applicable rate in section (a) above.
- c) **Low-Income Senior Citizens and Low-Income Disabled Persons Occupant Rate.**
- (1) Single-family dwellings shall be charged be nine dollars and seventy-one cents (\$9.71) per month, for the first 300 cubic feet of water consumption. Additional water consumption will be charged at the rate of \$ 1.20 per 100 cubic feet for the next 700 cubic feet and \$ .96 per 100 cubic feet for over 1,000 cubic feet.
  - (2) A senior citizen is a person who occupies a dwelling unit where either the person or the person's spouse is sixty-two years of age or older at the commencement of any month.
  - (3) A low-income senior citizen shall be a senior citizen whose income, combined with the income of the spouse, if any, for the calendar year preceding was fifteen thousand dollars (\$15,000.00) or less.
  - (4) A disabled person is a person who occupies a dwelling unit and qualifies for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind person as defined in RCW 74.18.020(4) or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1).
  - (5) A low-income disabled person shall be a disabled person whose income, combined with the income of the spouse, if any, for the calendar year preceding was fifteen thousand dollars (\$15,000) or less.
  - (6) Combined income shall be income from all sources, provided that only two-thirds (2/3) of any social security benefits, two-thirds (2/3) of any retirement pension, two-thirds (2/3) of disability benefits, and the full amount of any other income shall be considered as income for the purpose of this section, and provided further, that the gain realized by any person from the sale, transfer, or upon being displaced from, his or her residence shall not be considered as income for the purposes of this section, if reinvested in a replacement residence within eighteen (18) months of its realization.
  - (7) Determination of eligibility shall be made by the City Clerk-Treasurer based upon the annual statement of the low-income senior citizen or low-income disabled person, or any other reasonable and verifiable means at the discretion of the Clerk-Treasurer.

- d) Outside utility users shall pay one hundred fifty percent (150%) of the applicable water service charges charged to City residents and commercial/business users.
- e) Bulk water consumers shall be served at the convenience of the City and shall pay the sum of ten dollars (\$10.00) per fill and one dollar and sixty-four cents (\$1.64) per hundred gallon unit.

BE IT FURTHER RESOLVED that the rates set forth herein shall be effective commencing December 1, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 25<sup>th</sup> day of November, 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**

**11/25/2014      M – 4**

**Title:** Resolution Revising Rates For 2015 Sewer Utility Services

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** Increase for Residential service \$1.08 per month, Seniors / Disabled Low Income \$.66 per month, Multi-residential consisting of more than 4 units on one parcel \$.72 per month per unit, Commercial / Schools / Industrial users w/o monitoring stations \$.98 per month and \$ .08 per hundred cubic feet (hcf) in excess of 12 hcf per month, Grocery stores / Restaurants / Bakeries \$.98 per month and \$.13 per hcf in excess of 7 hcf, and Yakima Valley School \$2.76 per month and \$.13 per hcf in excess of 20 hcf per month

**Funding Source:** Utility customers

**Staff Recommendation:**

Approval

**Background / Findings & Facts:**

As a part of the 2015 budget development a 3 % rate increase was determined appropriate for the Sewer fund.

**Recommended Motion:**

I move to approve the Resolution revising rates for 2015 Sewer utility services.

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

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

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

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

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

1. RESIDENTIAL RATES

- A. Single-family dwellings and multi-family units of four units or less shall be charged a rate of thirty-seven dollars and nine cents (\$37.09) per month, provided water or sewer service is requested and connection has been made.
- B. Multi-residential dwellings consisting of more than four units on one parcel of land, including, but not limited to, multiplexes, apartments and multi-unit residential complexes, served collectively or independently, shall be charged twenty-four dollars and seventy-six cents (\$24.76) per unit per month without consideration to occupancy status.
- C. Multi-family dwellings, including guest and sleeping rooms, shall be charged thirty-seven dollars and nine cents (\$37.09) per unit of family capacity, per month, without consideration to occupancy status. Family capacity is based on the number of beds, where three beds are considered equal to one unit of family capacity.
- D. Multi-residential developments, including manufactured housing parks, condominium and townhouse developments, and residential development complexes served collectively or independently, shall be charged thirty-seven dollars and nine cents (\$37.09) per unit, or space, per month without consideration to occupancy status.
- E. Low-Income Senior Citizens and Low-Income Disabled Persons Occupant Rate.
  - (1) Single-family dwellings shall be charged a rate of charged twenty-two dollars and seventy-three (\$22.73) per month, per dwelling, regardless of occupancy, provided water or sewer service is requested and connection has been made.
  - (2) A senior citizen is a person who occupies a dwelling unit where either the person or the person's spouse is sixty-two years of age or older at the commencement of any month.

- (3) A low-income senior citizen shall be a senior citizen whose income, combined with the income of the spouse, if any, for the calendar year preceding was fifteen thousand dollars (\$15,000.00) or less.
  - (4) A disabled person is a person who occupies a dwelling unit and qualifies for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind person as defined in RCW 74.18.020(4) or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1).
  - (5) A low-income disabled person shall be a disabled person whose income, combined with the income of the spouse, if any, for the calendar year preceding was fifteen thousand dollars (\$15,000) or less.
  - (6) Combined income shall be income from all sources, provided that only two-thirds (2/3) of any social security benefits, two-thirds (2/3) of any retirement pension, two-thirds (2/3) of disability benefits, and the full amount of any other income shall be considered as income for the purpose of this section, and provided further, that the gain realized by any person from the sale, transfer, or upon being displaced from, his or her residence shall not be considered as income for the purposes of this section, if reinvested in a replacement residence within eighteen (18) months of its realization.
  - (7) Determination of eligibility shall be made by the City Clerk-Treasurer based upon the annual statement of the low-income senior citizen or low-income disabled person, or any other reasonable and verifiable means at the discretion of the Clerk-Treasurer.
- F. Outside utility users shall pay one hundred fifty percent (150%) of the applicable sewer service charges charged to all City residents.

## 2. COMMERCIAL/BUSINESS RATES

- A. The minimum monthly charge to a commercial/business account in this category shall be thirty-three dollars and seventy cents (\$33.70) per establishment.
- B. For commercial and business establishments maintaining only restroom facilities for employees and the public, and for hotels and motels without a restaurant that discharges to the same service line, domestic waste charges shall be based upon metered water consumption, and shall be two dollars and eighty-one cents (\$2.81) per one hundred cubic feet, but not less than thirty-three dollars and seventy cents (\$33.70) per establishment, per month.
- C. For commercial and business establishments discharging more than domestic wastes into the City sewage works for treatment, the strength of the wastewater shall be determined by the City, and the commercial/business establishment shall be charged based upon the determined strength and the metered water consumption at the following rate:

Component		Rate
Hydraulic	Q	\$0.8953 per 100 cu.ft.
Biochemical oxygen demand	BOD	0.5143 per pound
Total suspended solids	TSS	0.9807 per pound

Monthly charges shall be made based on the quantities of these constituents discharged to the sewage works, but not less than thirty-three dollars and seventy cents (\$33.70) per establishment, per month.

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

The rate for grocery stores, bakeries, restaurants, drive-ins, and convenience stores serving food and hotels and motels with a restaurant that discharge sewage to the same service line (based upon a typical waste strength of 400 mg/BOD and 400 mg/l TSS for those establishments) shall be based upon metered water consumption, and shall be four dollars and fifty-eight cents (\$4.58) per one hundred cubic feet, but not less than thirty-three dollars and seventy cents (\$33.70) per establishment, per month.

**E. Where multiple commercial and business establishments are tenants in a single building and are served by a common water meter, and have a single account with the City, domestic waste charges shall be based upon metered water consumption, and shall be at the rate determined by the City for the highest BOD and TSS values of the users discharging to the sewer, but not less than thirty-three dollars and seventy cents (\$33.70) per establishment, per month. If commercial and business establishments are served by separate water meters, then each establishment shall be charged at the appropriate rate specified within this section, but not less than thirty-three dollars and seventy cents (\$33.70) per meter, per month.**

**F. Where multiple commercial and business establishments are tenants in a single building and are served by a common water meter, and each establishment has separate account with the City, domestic waste charges shall be based upon metered water consumption at the rate determined by the City for the highest BOD and TSS values of the users discharging to the sewer, but not less than thirty-three dollars and seventy cents (\$33.70) per establishment, per month. Billing amounts in excess of the minimum shall be distributed equally between the establishments connected to the meter.**

**G. Where residential and commercial uses are jointly served by a common water meter, each residential dwelling unit shall be charged thirty-seven dollars and nine cents (\$37.09), per unit, per month, and each business establishment shall be charged thirty-three dollars and seventy cents (\$33.70) per unit, per month, and be allotted three hundred cubic feet of water per month per residential dwelling unit. Water metered in excess of three hundred cubic feet per residential unit shall be considered commercial consumption, and the appropriate rate as determined by the City shall be applied.**

- H. Commercial/business users who lose water through evaporation, irrigation, or in the product, may request a reduction in their monthly sewer charge only if the difference between water consumed and wastewater discharged to the City is documented through the use of water meters. In such a situation, the monthly sewer charges will be based upon the volume of wastewater discharged to the City at the appropriate rate specified within this section.
- I. Outside utility commercial/business users shall pay one hundred fifty percent (150%) of the applicable sewer service charges charged to City commercial/business users.

### 3. GOVERNMENT RATES

Unless otherwise noted below, governmental sewer accounts shall be charged for sewer service based upon metered water consumption at the rate of two dollars and eighty-one cents (\$2.81) per one hundred cubic feet, but not less than thirty-three dollars and seventy cents (\$33.70) per month.

- A. Schools.  
Schools shall be charged for sewer service based upon metered water consumption at the rate of two dollars and eighty-one cents (\$2.81) per one hundred cubic feet, but not less than thirty-three dollars and seventy cents (\$33.70) per month per metered account.
- B. Yakima Valley School.  
Yakima Valley School (with the assumed wastewater strength of BOD = 400 mg/l and TSS = 400 mg/l) shall be charged for sewer service based upon metered water consumption at the rate of four dollars and fifty-eight (\$4.58) per one hundred cubic feet. The minimum monthly charge for the Yakima Valley School shall be ninety-four dollars and sixty-four cents (\$94.64). Residential housing units separate from the main school building shall be charged a rate of thirty-seven dollars and nine cents (\$37.09) per month per metered account.
- C. Outside utility government users shall pay one hundred fifty percent (150%) of the applicable sewer service charges charged to City government users.

### 4. INDUSTRIAL RATES

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

#### A. General Industrial User Conditions.

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

- (1) There shall be no unmetered sources of water contributing wastewater to the City sewage works without the knowledge and prior written approval of the City.
- (2) The City reserves the right to test, monitor, and control any wastewater discharged to any City facility at any time, including the right set forth in Selah Code Section 9.10.072.
- (3) The discharges of industrial users may be restricted to a capacity allocated in an industrial discharge contract with the City, or a State or NPDES Waste Discharge Permit issued to the user by the Washington Department of Ecology, whichever results in the smaller capacity. In the event the discharge from an industrial user exceeds that allocated, then a rate surcharge shall be assessed. Such a surcharge shall only be assessed when the discharge exceeds that allocated to the industrial user on an average monthly basis for any of the three components that comprise the rate determination (flow, BOD, and TSS). The surcharge shall only be applied to that portion of the component that is in excess of the industrial user's allocation, and shall be equal to one hundred twenty-five percent (125%) of the rate for that component. For example, if an industrial user's discharge is within the allocated limits for flow and BOD, but exceeds the TSS allocated limit by 100 pounds per day on an average monthly basis, then that excess 100 pounds per day times the number of days in the month shall be charged a rate equal to 125% of the per pound TSS rate.
- (4) Industrial users who lose water through evaporation, irrigation, or in the product, may request a reduction in their monthly sewer charge only if the difference between water consumed and wastewater discharged to the City is documented through the use of water meters. In such a situation, the monthly sewer charges will be based upon the volume of wastewater discharged to the City at the appropriate rate specified within this section.
- (5) The pH of discharges from all industrial users discharging liquids into the public sewers other than the industrial pretreatment system shall not be lower than 6.0 nor greater than 9.0 as determined by monitoring station results. Any discharge of waste outside this range shall be subject to a penalty of one hundred thirty-one dollars and eighty-four cents (\$131.84) per day. For the purposes of this monetary penalty, each day's discharge shall be considered a separate event.
- (6) In the event characteristics of the wastewater as determined by the monitoring station results are not available due to an equipment malfunction, failed laboratory test, or other unforeseen circumstance, then the quantities of flow, BOD, and TSS shall be determined as follows:
  - a. The quantity of wastewater flow shall be based on one of the following methods as determined by the City to be effective and representative for the month when data or results are not available:

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

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

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

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

- iii. The wastewater flow shall be equal to the total water flow into the user, as determined by water meter readings for the user, times a conversion factor determined by the City performing a quantitative water balance through the users process to develop a relationship between water consumption and wastewater discharge.
- iv. The wastewater flow shall be determined by any other method deemed acceptable to the City.

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

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

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

- ii. The BOD concentration shall be equal to the BOD concentration for the previous month.

- iii. The BOD concentration shall be determined by any other method deemed acceptable to the City.
- c. The quantity of TSS shall be based on one of the following methods as determined by the City to be effective and representative for the month when data or results are not available:
    - i. The TSS concentration shall be equal to the TSS concentration for the same month in the previous year times the average TSS concentration for the previous twelve (12) months divided by the average TSS concentration for the twelve (12) month period preceding the month used from the previous year. For example, if the TSS concentration is not available in October 1999, then the TSS concentration would be calculated as follows:
 
$$\text{October 1999 TSS} = \frac{(\text{October 1998 TSS}) \times (\text{Average TSS conc. Oct 1998 through Sept 1999})}{(\text{Average TSS conc. Oct 1997 through Sept 1998})}$$
    - ii. The TSS concentration shall be equal to the TSS concentration for the previous month.
    - iii. The TSS concentration shall be determined by any other method deemed acceptable to the City.
- (7) The City shall charge monetary penalties for any discharge from an industrial user that meets the criteria of an excessive industrial discharge as defined in Selah Code section 9.10.010. For the purposes of charging monetary penalties, each day's discharge and each component (flow, BOD, and TSS) shall be considered a separate event. Monetary penalties shall include, but not necessarily be limited to, the following:
- a. All costs associated with providing treatment to the industrial slug discharge.
  - b. All costs associated with repair of equipment damaged by, or associated with, providing treatment to the industrial slug discharge.
  - c. All costs associated with NPDES permit violations, federal or state government orders resulting from NPDES permit violations, penalties imposed by the federal or state government upon the City for NPDES permit violations, and all costs associated with any citizens lawsuit filed against the City for NPDES permit violations.
  - d. Industrial slug discharges lasting five (5) or more consecutive days shall be subject to the surcharge provisions of Section 4.A.(3) of this

Resolution whether or not the industrial user's maximum monthly allocated capacity is exceeded.

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

**B. Industrial Users Not Required to Have Monitoring Stations.**

- (1) The minimum monthly charge to an industrial account in this category shall be thirty-six dollars and thirty-four cents (\$36.34) per month, per industry.
- (2) For industrial users maintaining only restroom facilities for employees and the public, domestic waste charges shall be based upon metered water consumption at the rate of three dollars and twelve cents (\$3.12) per one hundred cubic feet, but not less than thirty-seven dollars and forty-four cents (\$37.44) per month, per industry.
- (3) Where an industrial user discharges more than just domestic wastewater, and a City-approved monitoring station is not required, rates shall be based upon metered water consumption. Those industries not utilizing City water will be required to install City-approved flow meters on their water supply, and to allow the volume of water used to be determined by meter readings taken by the City on a monthly basis. Charges for wastewater service shall be based upon the volume, strength, and characteristics of the wastewater, using assumed values where actual values are not known or established by the City using a portable sampler, at the following rates:

Component		Rate
Hydraulic	Q	\$0.8953 per 100 cu.ft.
Biochemical oxygen demand	BOD	0.5143 per pound
Total suspended solids	TSS	0.9807 per pound

**C. Industrial Users Required to Have Monitoring Stations.**

- (1) The minimum monthly charge to an industrial account in this category shall be three hundred forty-three dollars and twenty-two cents (\$343.22) per month, per industry.
- (2) Industrial users required to install City-approved monitoring stations on their discharges to the City, but not required to connect to the City pretreatment facility, shall be charged for sewer service based upon the volume, strength, and characteristics of the wastewater as determined by the monitoring station results at the following rates:

Component		Rate
Hydraulic	Q	\$0.8953 per 100 cu.ft.

Biochemical oxygen demand	BOD	0.5143 per pound
Total suspended solids	TSS	0.9807 per pound

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

- (1) The minimum monthly charge to an industrial account in this category shall be five seventy-two dollars and seven cents (\$572.07) per month, per monitoring station, per industry.
- (2) The industrial pretreatment facility is recognized as having a finite capacity to treat wastewater. The following capacities and limitations have been established:

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

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

Component		Rate
Hydraulic	Q	\$0.4117 per 100 cu.ft.
Biochemical oxygen demand	BOD	0.2364 per pound
Total suspended solids	TSS	0.4509 per pound

- (5) The pH of discharges from all industrial users discharging liquids into the industrial pretreatment system shall not be lower than 5.0 nor greater than 11.0 as determined by monitoring station results. Any discharge of waste outside this range shall be subject to a penalty of one hundred thirty-one dollars and eighty-four cents (\$131.84) per day. For the purposes of this monetary penalty, each day's discharge shall be considered a separate event.
- (6) In addition to the user rates for wastewater treatment in subsection (4) of this section, all users of the City industrial pretreatment facility shall proportionally bear the operational, maintenance, preventative maintenance, capital, and improvement costs of the pretreatment facility. These costs shall be proportion-

ally divided by the City and imposed on participating users based on volume and strength monitoring by the individual monitoring stations of the user. Special costs (such as sludge removal from the pretreatment facility) shall be proportioned based on the constituent of wastewater creating the necessity for expenditures over the period leading to the need.

BE IT FURTHER RESOLVED that the rates set forth herein shall be effective commencing on December 1, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 25<sup>th</sup> day of November, 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**

**11/25/2014      M – 5**

**Title:** Resolution Authorizing the Mayor to Sign a Contract with Yakima Valley Conference of Governments for Technical Assistance for the Year 2015

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** Up to \$5,000.00

**Funding Source:** Fund 001; Fund 111

**Staff Recommendation:**

Approval of the contract with YVCOG for technical planning assistance

**Background / Findings & Facts:**

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

**Recommended Motion:**

Motion to Approve the Resolution Authorizing the Mayor to Sign a Contract with Yakima Valley Conference of Governments for Technical Assistance for the Year 2015



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



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

Date:	Action Taken:
11/26/2013	Resolution Authorizing the Mayor to Sign a Contract with the Yakima Valley Conference of Governments (YVCOG) for Technical Assistance for 2014
12/11/2012	Resolution Authorizing the Mayor to Sign a Contract with Yakima Valley Conference of Governments for Technical Assistance for the Year 2013
12/27/2011	Resolution Authorizing the Mayor to Sign a Contract with Yakima Valley Conference of Governments for Technical Assistance for the Year 2012
12/14/2010	Resolution Authorizing the Mayor to Sign a Contract with Yakima Valley Conference of Governments for Technical Assistance for the Year 2011

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

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH YAKIMA VALLEY CONFERENCE OF GOVERNMENTS FOR TECHNICAL ASSISTANCE FOR THE YEAR 2015

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

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be Authorized to Sign the Contract with Y.V.C.O.G. for technical assistance not to exceed \$5,000. A copy of the contract is attached.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 26<sup>th</sup> day of November, 2014.

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

ATTEST:

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

APPROVED AS TO FORM

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

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



## YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

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

November 5, 2014

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

SUBJECT: YVCOG Technical Assistance (TA) Contract for 2015

Dear Mayor Gawlik:

Enclosed please find a proposed technical assistance (TA) contract between the YVCOG and the City of Selah. This contract was pre-approved by the YVCOG Executive Committee on October 20, 2014, to expedite the process in the event the City wishes to initiate a contract. The time of performance and dollar amount are not filled in. *To initiate this contract, those figures will need to be included.*

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

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

If you anticipate needing YVCOG assistance or services in 2015, please present this contract to your Council for discussion and approval. If approved, *please return two (2) signed originals* and we will return one original once signed by the YVCOG Executive Committee Chair.

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

Sincerely,

Christina Wickenhagen  
Interim Executive Director

CMW:tdh  
Enclosure  
cc: David Kelly, City Administrator

### MEMBER JURISDICTIONS

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

**CITY OF SELAH  
TECHNICAL ASSISTANCE CONTRACT NO. 010115SE**

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

**WITNESSETH THAT;**

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

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

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

**NOW THEREFORE, the parties do mutually agree as follows:**

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

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

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

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

**2. Time of Performance. The services provided by the Conference pursuant to this contract shall commence on \_\_\_\_\_, 2015 and shall end on \_\_\_\_\_, 2015.**

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

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

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

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

6. Termination.

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

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

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

8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement for the year 2015, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF  
GOVERNMENTS

CITY OF SELAH  
YAKIMA COUNTY

BY: \_\_\_\_\_  
Conference Chair

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_



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



**COUNCIL MEETING      ACTION ITEM**

**11/25/2014      N – 1**

**Title:** Ordinance Amending Selah Municipal Code Chapter 6.02, Criminal Code, by Adding a New Section 6.02.030 entitled, “Additional RCW Provisions Adopted by Reference”; and Establishing an Effective Date

**Thru:** David Kelly, City Administrator

**From:** Bob Noe, City Attorney

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Approval of the Ordinance

**Background / Findings & Facts:**

Adoption of the specific RCWs identified in the Ordinance will give the Selah Municipal Court jurisdiction over domestic violence matters pertaining to restraining order violations.

**Recommended Motion:**

Approval of the Ordinance

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

ORDINANCE AMENDING SELAH MUNICIPAL CODE  
CHAPTER 6.02, CRIMINAL CODE, BY ADDING A NEW  
SECTION 6.02.030 ENTITLED, "ADDITIONAL RCW  
PROVISIONS ADOPTED BY REFERENCE"; AND  
ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, the City should adopt certain provisions of RCW Title 26, Chapter 50, Domestic Violence Prevent, by reference for the purpose of ensuring that the Municipal Court has jurisdiction over any criminal activity associated with those provisions;

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

**Section 1. Selah Municipal Code, Chapter 6.02 Criminal Code amended.**

Chapter 6.02 to the Selah Municipal Code is amended to include a new section 6.02.030 which reads as follows:

**6.02.030 – Additional RCW sections adopted by reference.**

**The following sections of the Revised Code of Washington are adopted by reference as part of the Selah Criminal Code:**

**RCW 26.50.010 Definitions**

**RCW 26.50.110 Violation of order -- Penalties.**

**RCW 26.50.140 Peace officers -- Immunity**

**Section 2. Effective Date.** This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON this 25<sup>th</sup> day of November, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

ORDNANCE NO. \_\_\_\_\_



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



**COUNCIL MEETING      ACTION ITEM**

**11/25/2014      N – 2**

**Title:** Ordinance Providing for an 8.5% Increase in Utility Tax Rates on City Services for the Support of Police and Fire Department Operations

**Thru:** David Kelly, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** \$ 356,000 in additional revenue will be generated in 2015 with \$ 140,000 for Police department operations and \$ 216,000 for Fire.

**Funding Source:** City Utility Service Customers

**Staff Recommendation:**

Approve Ordinance.

**Background / Findings & Facts:**

The 2015 budget currently provides for revenues of \$ 140,000 for Police operations and \$ 216,000 for Fire operations to be funded from an increase of 8.5% in Utility Taxes on City utility services.

**Recommended Motion:**

I move to approve the Ordinance providing for an increase of 8.5% in Utility Taxes on City utility services.



**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:
10/29/2014	Public Hearing held at the Selah Civic Center for a proposed increase of 8.5% in Utility Taxes on City Services for the support of the Police & Fire Departments.
11/6/2014	Public Hearing held at the Selah Civic Center for a proposed increase of 8.5% in Utility Taxes on City Services for the support of the Police & Fire Departments.

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

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

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

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

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

AN ORDINANCE AMENDING SECTION 4.34.040 OF THE SELAH MUNICIPAL CODE,  
"OCCUPATIONS SUBJECT TO TAX – AMOUNT"

WHEREAS, the City Council wishes to amend section 4.34.040 to provide for an increase in the Utility Tax rate;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain that Selah Municipal Code be amended as follows:

SMC 4.34.040 amended as follows:

There is levied upon, and shall be collected from persons, including the city, on account of certain business activities engaged in or carried on, license fees or occupation taxes in the amount to be determined by the application of rates given against gross income as follows:

- (1) Upon every person engaged in or carrying on the business of selling or furnishing electric energy, a fee or tax equal to six percent of the total gross income derived from such business in the city during the period for which the license fee or tax is due;
- (2) Upon every person engaged in or carrying on a telephone business, a fee or tax equal to six percent of the total gross income, excluding revenues from intrastate toll, derived from such business in the city during the period for which the license fee or tax is due. "Telephone business" means the business of providing access to a local telephone network, local telephone switching service, toll service, cellular telephone service, coin telephone service, telephonic, video, data, or similar communication, or transmission for hire, via a local telephone network, toll line or channel, cable, microwave, or similar communication or transmission system. The term includes cooperative or farmer line telephone companies or associations operating exchanges. For the purpose of this subsection, gross income does not include charges which are passed onto the subscriber by a telephone company pursuant to tariffs required by regulatory order to compensate for the cost to the company of the tax imposed by this section, nor competitive telephone service which is a type that can be provided by persons that are not subject to regulation as telephone companies under RCW Title 80 and for which a separate charge is made;
- (3) Upon every person and/or entity engaged in or carrying on the business of selling or furnishing natural gas for domestic, business or industrial consumption, a tax equal to six percent of the total gross income derived from such business in the city during the period for which the tax is due. The city also imposes a use tax, equal in percent to the city's utility tax as now existing or hereinafter amended, for all customers purchasing out of state brokered natural gas;
- (4) Upon every person engaged in or carrying on the business of transmitting television by cable, a fee or tax equal to six percent of the total gross income derived from such business in the city during the period for which the license fee or tax is due;

- (5) Upon every person engaged in or carrying on the business of operating or conducting a water system for domestic, business or industrial consumption, a fee or tax equal to six percent of the total gross income derived from such business in the city during the period for which the license fee or tax is due;
- (6) Upon every person engaged in or carrying on the business of operating or conducting a sewerage system for domestic, business or industrial use, a fee or tax equal to six percent of the total gross income derived from such business in the city during the period for which the license fee or tax is due;
- (7) Upon every person engaged in or carrying on the business of operating or conducting a garbage or solid waste refuse collection system for domestic, business or industrial use, a fee or tax equal to six percent of the total gross income derived from such business in the city during the period for which the license fee or tax is due;
- (8) Upon the City engaged in or carrying on the business of operating water and sewerage systems for domestic, business, or industrial use, and engaged in or carrying on the business of operating a garbage collection service, a fee or tax of equal to twenty-nine and a half ~~one~~ percent of the total gross income derived from such business within the city during the period for which the license fee or tax is due. Of this amount 8.5% will be distributed with 5.16% recorded for the support of Fire department operations and 3.34% for Police department operations. Provided that City utility customers participating in Low Income Senior and/or Disabled rate programs will only be charged a fee or tax equal to the rates imposed in sections (1) thru (7) for private utility company providers.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON this 25<sup>th</sup> day of November 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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