

# SELAH CITY COUNCIL

4:00pm November 8, 2016

2:30pm Study Session - Traho  
Architects



Selah City Council  
Regular Meeting  
Tuesday, November 8, 2016  
4:00pm  
City Council Chambers

Mayor:  
Mayor Pro Tem:  
Council Members:

Sherry Raymond  
John Tierney  
Paul Overby  
Roy Sample  
Laura Ritchie  
Roger Bell  
Russell Carlson  
Diane Underwood

CITY OF SELAH  
115 West Naches Avenue  
Selah, Washington 98942

City Administrator:  
City Attorney:  
Clerk/Treasurer:

Don Wayman  
Bob Noe  
Dale Novobielski

## AGENDA

- A. Call to Order –Mayor Raymond
- B. Roll Call
- C. Councilmember Absence – Motion to Excuse
- D. Pledge of Allegiance
- E. Invocation
- F. Agenda Changes **None**
- G. Public Appearances/Introductions/Presentations
  - 1. Donna Smith and Dan Ferguson, Dept. of Ecology – Outstanding Performance Award for Wastewater Treatment Plants
  - 2. Harmit Bedi – Introduction of new employee
- H. Getting To Know Our Businesses **None**
- I. 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

Harmit Bedi a. October 2016 Monthly Report for Building Permits and Inspections and Code Enforcement

- J. Proclamations/Announcements **None**
- K. Consent Agenda

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

- Monica Lake \* 1. Approval of Minutes: October 25, 2016 Study Session & Council Meeting
- Dale N. \* 2. Approval of Claims & Payroll

L. Public Hearings **None**

- M. General Business **None**
  - 1. New Business
  - 2. Old Business

Mayor Raymond a. Council Meeting Times

N. Resolutions

- Dale N. \* 1. Resolution Authorizing the Mayor to Sign An Updated Section 125 Cafeteria Plan
- Gary Hanna \* 2. Resolution declaring one 1984 Chevrolet 1 ton 4 wheel drive pickup and utility box, and one 250 gallon poly water tank as surplus
- Rick Hayes 3. Resolution Authorizing the Mayor to Sign an Agreement for Animal Sheltering/Disposal Services between the City of Selah and the Humane Society of Central Washington for Calendar Year 2017
- Rick Hayes \* 4. Resolution Authorizing the Mayor to Sign the Interlocal Correction / Detention Agreement with the Yakima County Department of Corrections for 2017

O. Ordinances

- Dale N. 1. Ordinance to Establish the Amount of Taxes to be Levied Upon Real & Personal Property in the City of Selah, Yakima County, Washington, and Fixing the Tax Levy for the Year 2017
- ~~Bob Noe~~ *Joe Hanna* 2. Ordinance of the City of Selah, Washington Vacating Portions of Right-of-Way

P. Public Appearances **None**

Q. Reports/Announcements

- 1. Departments
- 2. Council Members
- 3. City Administrator
- 4. Boards

Jamie Pellicer- a. Planning Commission Minutes – October 18, 2016  
McCann  
5. Mayor

R. Executive Session **None**

- 1. 30 Minute Session – Real Estate RCW 42.30.110 (1) (c)

S. Adjournment

Next Study Session November 22, 2016  
Next Regular Meeting November 22, 2016

<p>Each item on the Council Agenda is covered by an Agenda Item Sheet (AIS)</p> <p>A yellow AIS indicates an action item.</p> <p>A blue AIS indicates an information/non-action item.</p>
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**CITY OF SELAH  
CITY COUNCIL  
AGENDA ITEM SUMMARY**



**COUNCIL MEETING      INFORMATIONAL ITEM**

**11/8/2016      I – 2A**

**Title:** October 2016 Monthly Report for Building Permits and Inspections and Code Enforcement.

**Thru:** Donald Wayman, City Administrator

**From:** Harmit Bedi, Community Development & Planning Director

**Action Requested:** Informational - No action

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Informational Only

**Background / Findings & Facts:**

Attached are the Building Permits and Inspections, Code Enforcement reports for October 2016.

**Recommended Motion:**

Informational only.

## Code Enforcement September 2016

Date	Location	Code Violation	Action	Result
10/4/2016	300 BLK Palmer Ave	6.58.180 Landscape Maint.	Letter to Owner	Complied
10/5/2016	300 Southern Ave	6.58.180 Landscape Maint.	Letter to Owner	Complied
10/5/2016	700 BLK S 4th St	6.58.180 Landscape Maint.; 6.58.260 Parking on Unimproved Surface	Letter to Owner	Complied
10/5/2016	400 BLK S 3rd St	6.58.180 Landscape Maint.; 3.06.010 Blight/Fire Hazzard Shrubs	Letter to Owner	Complied
10/5/2016	400 BLK S 3rd St	6.58.180 Landscape Maint.; 6.58.090 Dumping Area	Letter to Owner	Complied
10/6/2016	300 BLK S 3rd St	6.58.180 Landscape Maint.	Letter to Owner	Complied
10/6/2016	200 BLK W Park Ave	6.58.180 Landscape Maint.; 6.58.260 Parking on Unimproved Surface	Letter to Owner	Citation
10/7/2016	300 BLK S 3rd St	6.58.180 Landscape Maint.; 6.58.050 Certain Growth	Letter to Owner	Complied
10/7/2016	200 BLK Southern Ave	6.58.050 Certain Growth	Letter to Owner	Complied
10/7/2016	1000 BLK W Yakima Ave	6.58.180 Landscape Maint.; 6.58.200 Fire Hazard	Letter to Owner	Citation
10/7/2016	500 BLK Southern Ave	6.58.090 Dumping Area	Letter to Owner	
10/11/2016	700 BLK Terry Ave	8.71.010 Overnight Parking Prohibited in Residential Area	Verbal w/ owner	Complied
10/11/2016	1000 BLK W Yakima Ave	Shrubs Obstructing Traffic Clearance	City will Remove	Pending
10/11/2016	800 BLK Jamie Dr	6.58.180 Landscape Maint.	Verbal w/ owner	Complied
10/12/2016	800 White Bluffs PL	9.22 Sediment	Letter to Owner	Pending
10/12/2016	10 BLK Lyle Lp	Discarded/decaying yardwaste, poultry	Verbal w/ owner	Pending
10/12/2016	10 BLK Lyle Lp	Discarded/decaying yardwaste, poultry	Verbal w/ owner	Pending
10/12/2016	10 BLK Lyle Lp	Discarded/decaying yardwaste, poultry	Verbal w/ owner	Pending
10/12/2016	500 BLK E Naches Ave	Business Liscense; Stormwater Plan	Letter to Owner	Completed
10/26/2016	500 BLK S 1st St	Business Liscense; Stormwater Plan	Letter to Owner	Completed

No.	Name/ Project	Address	Permit Type	Fees:
NC-2016-015	Graf Investments	615 S. 3rd Street	New Commercial	17,609.17
PL-C-2016-009	Graf Investments	615 S. 3rd Street	Commercial Plumbing	192.93
M-COM-2016-013	Graf Investments	615 S. 3rd Street	Commercial Mechanical	909.19
RR-R-2016-021	Sean & Kay McGuire	104 N 13th Street	Re-roof Residential	79.14
NC-2016-016	B & L Selah	608 S. First Street	New Commercial	204.56
RR-R-2016-022	Bradley & Judy Johnson	1408 W. Orchard Ave..	Re-roof Residential	79.14
F/AC-2016-006	Tyson Richter	906 W. Fremont Ave.	Furnace/Air Conditioning	58.41
PL-R-2016-004	Carol Long	901 Speyers Rd.	Plumbing Repair	31.12
F/AC-2016-007	Brian Dreher/Castle Car Wash	363 N. Wenas Rd.	Furnace/Air Conditioning	40.46
RR-R-2016-022	Bradley Johnson/ Lynch Construction	1408 W. Orchard Ave	Re-Roof Residential	79.14
RR-NR-2016-004	Selah Associates/ Landmark	303 Bartlet St.	Re-Roof Non-Residential	153.79
NC-2016-017	B & L Selah/ Kitt Construction	608 S. First Street	New Commercial	876.81
NBP-2016-032	Columbia Ridge Homes	1408 W. First Ave	New Building	6604.41
PL-P-2016-027	Columbia Ridge Homes	1408 W. First Ave	New Plumbing	225.81
M-RES-2016-028	Columbia Ridge Homes	1408 W. First Ave	New Mechanical	150.27
UGS-2016-018	Columbia Ridge Homes	1408 W. First Ave	UG Sprinkler	40.48
NC-2016-018	Alvin Radley/ David Gordon	117 E Naches Ave	New Commercial	2202.03
PL-C-2016--010	Alvin Radley/ David Gordon	117 E Naches Ave	Plumbing Commercial	151.68
R-R/A-2016-011	Gary Jomes/ Yakima Glass	102 E. Bartlett Ave	Remodel/Addition	68.35
SP-2016-004	Hogback/O'Reilly's	10 N. Wenas Ave, STE B	New Sign	63.26
SP-2016-005	Selah School District	315 W. Naches Ave	New Sign	63.26
NBP-2016-033	Aganda Duplex	612 S. 3rd St.	New Duplex	5705.11
PL-P-2016-028	Aganda Duplex	612 S. 3rd St.	New Plumbing	373.66
M-RES-2016-029	Aganda Duplex	612 S. 3rd St.	New Mechanical	213.19
D&R-2016-006	Aganda Duplex	612 S. 3rd St.	Demo House	185.14
RR-R-2016-023	Sandra Macial	209 Palmer Dr		79.14
R-R/A-2016-012	US Bank Corp	115 E. 1st Ave	102- Commercial Re-Model/Repair	231.16
F/F ONLY-2016-009	Torkelson	903 Bowers Dr.	Footings and Foundation ONLY	0
F/F ONLY-2016-010	Torkelson	200 Tranquility Way	Footings and Foundation ONLY	0
F/F ONLY-2016-011	Torkelson	202 Tranquility Way	Footings and Foundation ONLY	0
F/F ONLY-2016-012	Torkelson	203 Tranquility Way	Footings and Foundation ONLY	0
F/F ONLY- 2016-013	Torkelson	205 Tranquility Way	Footings and Foundation ONLY	0
F/F ONLY-2016-014	Torkelson	207 Tranquility Way	Footings and Foundation ONLY	0
F/F ONLY-2016-015	Torkelson	209 Tranquility Way	Footings and Foundation ONLY	0
F/F ONLY-2016-016	Torkelson	211 Tranquility Way	Footings and Foundation ONLY	0
F/F ONLY-2016-017	Torkelson	213 Tranquility Way	Footings and Foundations ONLY	0
<b>Total Building Inspections for October 2016</b>			<b>124</b>	<b>36,670.81</b>



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



**COUNCIL MEETING      ACTION ITEM**  
**11/8/2016              K – 1**

**Title:** Approval of Minutes: October 25, 2016 Study Session & Council Meeting

**Thru:** Donald Wayman, City Administrator

**From:** Monica Lake, Executive Assistant

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Approval of Minutes

**Background / Findings & Facts:**

See Minutes for details

**Recommended Motion:**

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

Study Session Minutes  
Selah City Council  
October 25, 2016  
4:30pm

Mayor Raymond opened the Study Session.

Public Works Director Henne handed out a packet of cost estimates for the South First Street beautification project, talking briefly about the amount it would cost to provide power along the route, adding that he has a possible funding source for this that will be addressed during the regular meeting. He introduced Mike Battle from HLA Engineering and invited him to speak.

Mike Battle gave a brief introduction then introduced Colie Hough-Beck from HBB Landscape Architecture.

Colie Hough-Beck gave a PDF presentation on options that could be done to improve South First Street and the downtown area, which has been attached as part of the record for these minutes. A question and answer session followed.

The Study Session ended at 5:25pm.

# Russell Landscaping, LLC.

**Russell Landscaping LLC.**  
**509-697-6977**  
**509-952-5595**

## Estimate

Date	Estimate #
8/22/2016	836

Name / Address
City of Selah.

P.O. No.	Terms

Item	Description	Qty	Cost	Total
Proposal	This estimate is for the landscape improvement project along 1st Street in Selah.		0.00	0.00
Demolition	Labor and Materials to do the following: * Remove all grass areas from Brian Harris to Footlites Dance Studio. * Total square feet = ~11,200. * All areas are to be excavated approximately 8" to allow for 4" of top soil to be installed under new sod. * Proper grade is to be re-established with finish sod installation being flush with curb/sidewalk. * All material is to be hauled to a City of Selah site to save costs of dump fees. * A total of 380 cubic yards of material is to be removed.		21,800.00	21,800.00
Top Soil	Labor and Materials to do the following: * Install approximately 180-200 yards of top soil in landscape area. * 4" of top soil is to be installed under sod areas. * Trees are to be backfill with top soil. * City of Selah is to haul and provide top soil. * Russell landscaping is responsible for the installation and coordination of top soil delivery.		8,800.00	8,800.00

Thank You!	<b>Subtotal</b>
	<b>Sales Tax (7.9%)</b>
	<b>Total</b>

Customer Signature: \_\_\_\_\_

1032 Gibson Rd. \* Selah, WA 98942 \* (509) 697-6977 \* (509) 952-5595 (cell)

# Russell Landscaping, LLC.

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**509-697-6977**  
**509-952-5595**

## Estimate

Date	Estimate #
8/22/2016	836

Name / Address
City of Selah.

P.O. No.	Terms

Item	Description	Qty	Cost	Total
Sprinkler System	Labor and Materials to do the following: * Install a new fully automatic sprinkler system in all areas. * The system priced on this estimate is a subsurface irrigation system. * Netafim Techline CV is to be installed under all grass areas. * New Valves, valve boxes, battery timers, pipe, blow-out ports, etc are to be installed. * All pots are to be plumbed through the bottom and be on there on timers. * If the City of Selah would like a Conventional sprinkler the system the cost savings would be \$3,500.00		22,000.00	22,000.00
Pavers	Labor and Materials to do the following: * Install approximately 1,600 square feet of pavers. * Pavers are to be installed in certain islands to allow for a pot to sit on. * Pavers are also to be installed on certain corners where traffic cuts the corners and ruins the sprinklers/grass. * Pavers are to be Camino style and Jamestown color from Western Materials. * 6" of compacted gravel is to be installed under pavers to prevent future settling. * 1" of sand is to be installed under pavers for proper leveling.		12,150.00	12,150.00
Thank You!			<b>Subtotal</b>	
Customer Signature: _____			<b>Sales Tax (7.9%)</b>	
			<b>Total</b>	

1032 Gibson Rd. \* Selah, WA 98942 \* (509) 697-6977 \* (509) 952-5595 (cell)

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 509-697-6977  
 509-952-5595

## Estimate

Date	Estimate #
8/22/2016	836

<b>Name / Address</b>
City of Selah.

P.O. No.	Terms

Item	Description	Qty	Cost	Total
sod Installation	Labor and Materials to do the following: * Install approximately 9,000 square feet of sod. * All areas are to be hand raked flat prior to sod installation.		4,050.00	4,050.00

Thank You!	<b>Subtotal</b>
	<b>Sales Tax (7.9%)</b>
	<b>Total</b>

Customer Signature: \_\_\_\_\_

1032 Gibson Rd. \* Selah, WA 98942 \* (509) 697-6977 \* (509) 952-5595 (cell)

[www.russell-landscaping.com](http://www.russell-landscaping.com)

# Russell Landscaping, LLC.

**Russell Landscaping LLC.**  
**509-697-6977**  
**509-952-5595**

## Estimate

Date	Estimate #
8/22/2016	836

Name / Address
City of Selah.

P.O. No.	Terms

Item	Description	Qty	Cost	Total
Tree Grates/Trees	<p>Labor and Materials to do the following:</p> <ul style="list-style-type: none"> <li>* Install 35 trees, grates, frames, etc.</li> <li>* 35 Chanticleer Pear trees are to be installed (2" caliper).</li> <li>* Trees are to be backfilled with top soil, amendments, and fertilizer.</li> <li>* Trees are to be staked for 1-year prior to installation.</li> <li>* Root Barrier panels are to be installed around all trees (\$4,500.00).</li> <li>* Tree grates are to be installed.</li> <li>* EJ Decorative Streetscape Solutions is the company used in this estimate.</li> <li>* The tree grate priced is the Plaza 36" square with a 18" opening.</li> <li>* Trees grates are to have a concrete boarder poured to allow the tree grate/frame something to secure.</li> <li>* Concrete frame is also recommended by the manufacturer and will prevent future movement.</li> <li>* After installation of trees, fabric and rock is to be installed above the dirt and below the tree grate.</li> <li>* A commercial grade 4.8 oz. woven fabric is to be installed.</li> <li>* 1 1/2" basalt rock is to be installed above the fabric to give a finished look.</li> </ul>		67,145.00	67,145.00

Thank You!	<b>Subtotal</b>
	<b>Sales Tax (7.9%)</b>
Customer Signature: _____	<b>Total</b>

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# Russell Landscaping, LLC.

**Russell Landscaping LLC.**  
**509-697-6977**  
**509-952-5595**

## Estimate

Date	Estimate #
8/22/2016	836

Name / Address
City of Selah.

P.O. No.	Terms

Item	Description	Qty	Cost	Total
Electrical	Electrical work is not included in this estimate. * Once further electrical information is given i will provide estimate from a licensed electrical contractor.		0.00	0.00
Notes	**Please note that the city of selah to purchase the pots they want. **Please note that this estimate does not include a traffic plan and will work with the City to obtain one.		0.00	0.00
Warranty	1-year warranty on all items installed by Russell Landscaping LLC.		0.00	0.00

Thank You!	<b>Subtotal</b>	\$135,945.00
Customer Signature:	<b>Sales Tax</b> (7.5%) 8.2k	11,147.49 50.00
	<b>Total</b>	\$135,945.00

1032 Gibson Rd. \* Selah, WA 98942 \* (509) 697-6977 \* (509) 952-5595 (cell)

147,092.49

Party & Occasions > Christmas Decor > Christmas Lights

# NorthLight Set Of 50 Warm White Solar Power LED Wide Angle Outdoor Christmas Lights - Green Wire

Write a review Q&A By: NorthLight



**\$35.48**

Reduced Price

List price \$48.75 Save \$13.27

\$8.09 shipping

Quantity:

1

**Add to Cart**

Add to Registry

Add to List

Sold by **UnbeatableSale** | Return policy

Learn about Marketplace Retailers

**Shipping**  
See delivery options

**FREE pickup**  
Not available

NorthLight Set Of 50 Warm White Solar Power LED Wide Angle Outdoor Christmas Lights - Green Wire

More about this item...

# ACKNOWLEDGEMENTS



## Mayor

Norm Childress

## City Council

Joan Souders  
Javier Rodriguez  
Pam Horner  
Mike Bren  
Bill Moore  
Diana Jennings  
Jesse Palacios  
Jan McDonald (Former)

## City Staff

Cus Arteaga, City Administrator/  
Public Works Director  
Anita Palacios, City Clerk

## Block Captains

Chuck Stegeman	Mike Bren
Mike Edwards	Ron Bertram
Gloria Mendoza	Eric Horn
Jesse Rodriguez	Tadd Bowsby
Todd Thornock	Pam Horner
Lynn Boast	

## Consultants



Huibregtse, Louman Associates, Inc.  
Civil Engineering  
Yakima, Washington  
www.hlacivil.com  
(509) 966-7000



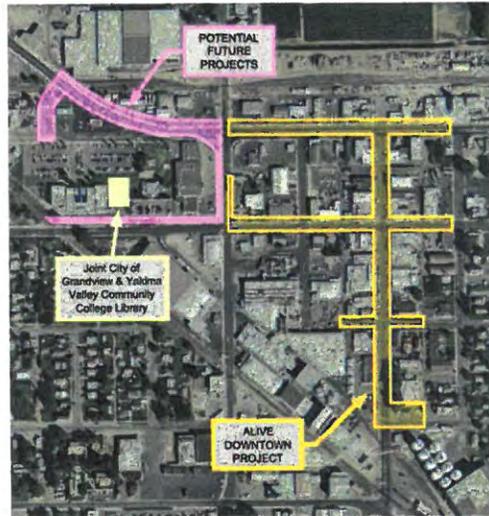
Brockway Opfer Raab Architecture  
Yakima, Washington  
www.borarch.com  
(509) 454-3299



HBB Landscape Architecture  
Seattle, Washington  
www.hbbseattle.com  
(206) 682-3051



Effective Design Studio  
Seattle, Washington  
www.effectivedesign.com  
(206) 328-8989



*PROJECT LIMITS*

CITY OF GRANDVIEW

# ALIVE DOWNTOWN IMPROVEMENTS

## EXECUTIVE SUMMARY

AUGUST 2008

FUNDING & PROJECT UPDATE

OCTOBER 2010



# PROJECT DESCRIPTION

## VISION

In June 2006, the Grandview City Council adopted the Vision Statement for an 'Alive Downtown'.

## GOAL

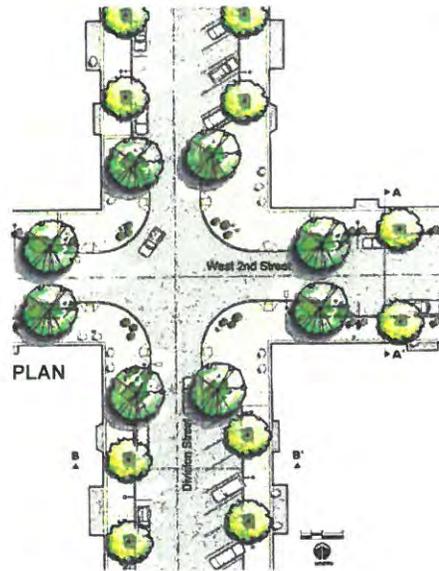
The goal established for the revitalization effort is to create a pedestrian friendly downtown which will encourage commerce for residents and visitors alike.

## CONCEPT

Throughout presentations to business and property owners and to the general public, a single concept emerged as a preferred concept. Wider sidewalks with pedestrian amenities on both Division Street and West Second Street were desired, which required an adjustment to the street centerline and parking layouts.

## SUCCESS

Within three years, beginning in 2007, the City secured funding, designed the project, and completed construction in 2010.



**Division Street**  
Streetlights  
Pedestrian Lights  
Banners  
Street Trees  
Quartzite Stone Band

**West 2nd Street**  
Streetlights  
Pedestrian Lights  
Hanging Baskets  
Street Trees  
Quartzite Stone Band

**Intersection**  
Streetlights  
Planters  
Bistro Tables at Businesses  
Larger Trees in Planting Areas



# PUBLIC PROCESS

- **September 11, 2007:** Downtown Revitalization Committee forms.
- **September 18, 2007:** Downtown Revitalization Committee tours Walla Walla downtown.
- **October 15, 2007:** Downtown Revitalization Committee meets with consultant team.
- **December 6, 2007:** Twenty-four participants attend Business/Property Owner Workshop.
- **December 27, 2007:** Block Captains review results of Business/Property Owner Workshop.
- **January 22, 2008:** Consultant team meets with Grandview City Council.
- **February 12, 2008:** Fifty-three community members attend forum and review 'Alive Downtown' concept.
- **March 17, 2008:** City Council passed a resolution adopting the Alive Downtown Plan.



# PROJECT FUNDING

State Rural Opportunity Fund Grant	\$20,000
HUD CDBG Planning-Only Grant	\$24,000
Port of Grandview, Grandview Rotary Club, Grandview Economic Development, and Grandview Chamber of Commerce	\$8,200
City of Grandview Utility Funds	\$702,100
Yakima County Supporting Investment in Economic Diversity (SIED) Loan Funds	\$250,000
Yakima County Supporting Investment in Economic Diversity (SIED) Grant Funds	\$250,000
ARRA Transportation Grant	\$2,030,000
State Capital Budget Funds	\$500,000
HUD CDBG Recovery Grant	\$550,000
USDA Rural Development Loan	\$162,500
Public Works Board (Small Communities in Rural Counties Grant)	\$700,000
<b>TOTAL COMMITTED FUNDS</b>	<b>\$5,196,800</b>



**GRANDVIEW/Ideas**  
Continued from Page 1C

**Wider walks but less parking**  
Grandview debates trade-off between sidewalks and spaces for cars.

**Downtown takes next step toward improvements**  
Grandview debates trade-off between sidewalks and spaces for cars.

**Process and Grandview eye downtown development from different perspectives**



## Streetscape Component Examples



Metal Bench



Trash Receptacle



Pedestrian/Street Light



Maple Tree



Ash Tree

## Acknowledgments

**City Council:**  
 Chad Lenz (Position #1)  
 Mark Carney (Position #2)  
 Dan Olson (Position #3)  
 Dave Butler (Position #4)  
 Dave Matson (Position #5)  
 James Murr (Position #6)  
 Roger Wentz, Mayor (Position #7)

**Task Force:**  
 All community members that participated in the Task Force meetings

For more information and to offer ideas on Main Street Improvements contact:

Dennis Henne  
 Director Public Works & Community Development  
 or  
 David Spurlock  
 Deputy Director Public Works & Community Development  
 (509) 248-0432



Task Force Meeting "Walk & Talk"



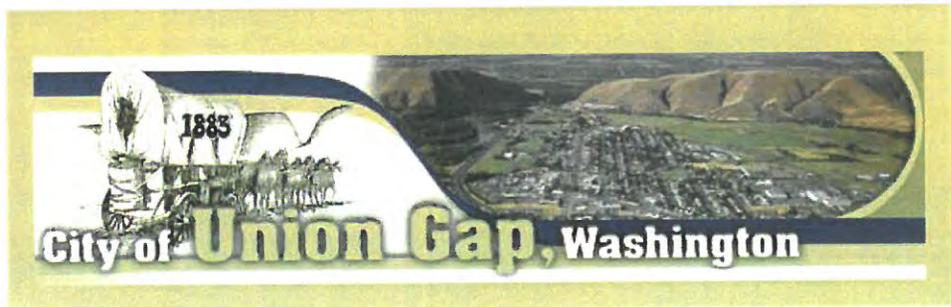
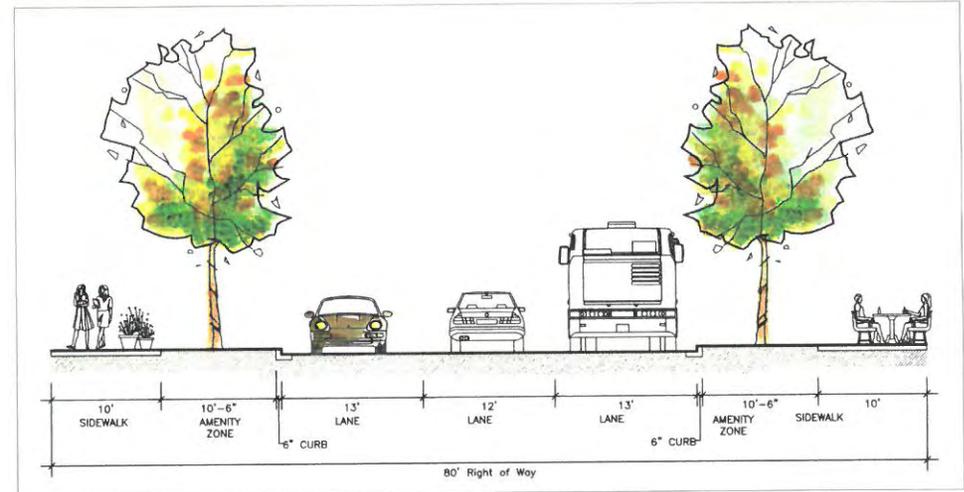
Task Force Meeting

**HLA**  
Hillier, Lyons, Associates, Inc.  
 Civil Engineering • Land Surveying • Planning  
 2803 River Road  
 Yakima, WA 98902

**HBB**  
LANDSCAPE ARCHITECTURE  
 215 Westlake Avenue North  
 Seattle, WA 98109

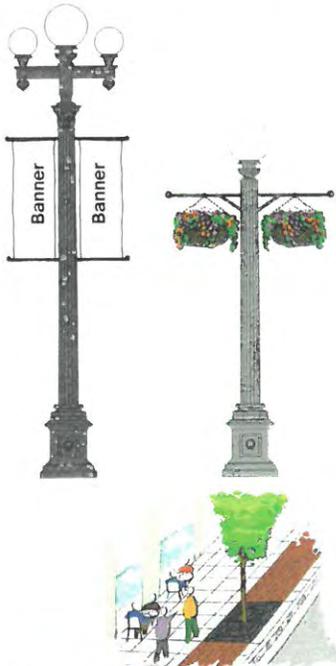
# Main Street Revitalization

September 2014





## Project Components



## Neon Alley

Legend

- Heart
- Entries
- Neon Alley
- Public Parking



## Acknowledgements

**City Council**  
 Mike Farmer, Mayor  
 Don Vlieger, Deputy Mayor  
 Theresa Hancock, Councilor  
 Craig Hicks, Councilor  
 Nick Paulakis, Councilor  
 Jason Raines, Councilor  
 James Restucci, Councilor

**City Staff**  
 Mark J. Gervasi, City Manager

**Steering Committee**

## Consultants



**HLA**  
 Challenge. Create. Collaborate.  
 Civil Engineering • Land Surveying • Planning  
 801 North 39th Avenue  
 Yakima, WA 98902



**HBB**  
 LANDSCAPE ARCHITECTURE  
 215 Westlake Avenue North  
 Seattle, WA 98109



## Public Process

Approximately 100 people participated during the planning process.

**Visioning Workshop**  
 September 14, 2011

**Walk & Talk Site Visit**  
 September 15, 2011

**Workshop to prioritize project components & review street geometry**  
 October 6, 2011

**Workshop with Business & Property Owners to review design concepts**  
 November 10, 2011

**Public Forum**  
 December 15, 2011

# City of Sunnyside Downtown Revitalization Action Plan

## Steering Committee Summary January 2012



## Project Description

The City of Sunnyside initiated a Downtown Revitalization Action Plan to improve the town's appearance and provide direction for both public and private investment. The plan identifies streetscape amenities and landscape improvements, wider sidewalks, street and pedestrian lighting while also considering parking needs, traffic flow and public utility upgrades. A Steering Committee comprised of twenty three enthusiastic business and property owners, community leaders and interested citizens provided valuable input throughout the planning process.



## Project Limits

The Steering Committee identified 6th Street and Edison Avenue as the town's main streets. Where they intersect is considered the heart of downtown with the project limits extending one block in each direction.

-  Heart
-  Entries
-  Main Streets
-  Downtown Streets
-  Alleys

## Steering Committee Project Goals

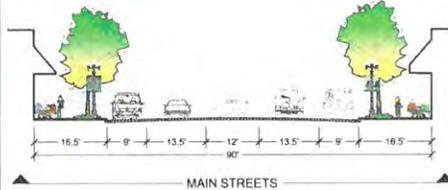
- Build on the Assets
- Turn Liabilities into Assets
- Celebrate Community with Events & Parades
- Welcome Visitors
- Share History, Culture & Industry
- Stay United, Positive, Friendly & Prosperous
- Create a Place to Return to

## Project Costs

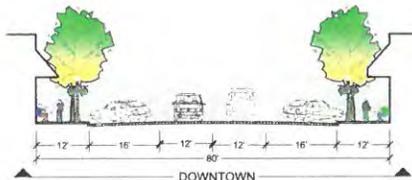
\$3,134,000 Streetscape Improvements

\$526,000 Utility Improvements

\$3,660,000 Total Project Cost



MAIN STREETS



DOWNTOWN STREETS



Main Streets Plan



Downtown Streets Plan

## Concept

The "Sunnyside Reflections" concept expresses the goals of the Steering Committee by incorporating the following project components:

- Provides wider sidewalks for events and retail opportunities on the main streets by converting angle parking to parallel parking.
- Incorporates the historic "globe" light fixture on all streets to enhance the pedestrian experience.
- Maintains the banner and flower basket program that currently exists on all streets.
- Locates a brick paving zone adjacent to the curb on all streets to recall the town's historic architecture and add warmth to the concrete sidewalks.
- Adds street trees with a columnar form and brilliant fall color.
- Uses artist designed vertical "story poles" that can be added over time, near the entries that depict the various aspects of the community's culture, history, industry and people.
- Establishes "Neon Alley" located between 5th Street and 6th Street adjacent to Centennial Park as a pedestrian corridor connecting Central Park to the Heart of Downtown. The alley will display the community's collection of vintage neon signs.
- Provides site furnishings including benches, trash receptacles, and electrical outlets for events and decorative street tree lights.

# Planning Process Checklist

- Kick-off Meeting: Visioning Exercise (12/9/13)
- Task Force Walk & Talk/Prioritize Project Components (1/22/14)
- Task Force Meeting: Review Preliminary Design Concepts (2/26/14)
- City Council Study Session: Review Preliminary Design Concepts (3/24/14)
- Task Force Meeting: Recommend Preferred Option (4/30/14)
- Public Forum Hosted by Task Force (6/16/14)
- Task Force Final Recommendation to City Council
- City Council Adoption

October 25, 2016



**Public Forum**  
Union Gap Main Street Revitalization



# SELAH FIRST STREET



October 25, 2016



- Form a Task Force
- Purpose
- Who are they?
- What is their role?
- How often do they meet?



## Process



October 25, 2016



October 25, 2016

## Visioning Workshop Summary (12-09-13)

### 3 Describe Union Gap to a Visitor

- Mecca of the valley
- Beginning of the greenway
- 300 days of sunshine
- Four distinct seasons
- Surrounded by hills; great views of Mt. Rainier & Mt. Adams
- "You have to see it to believe it"

### 4 What do you celebrate?

- Old town days
- Parade on Main Street
- Farmer's equipment museum



## Visioning Exercise



**Public Forum**  
Union Gap Main Street Revitalization



October 25, 2016



**HLA** **HBB** October 25, 2016

## Visioning Workshop Summary (12-09-13)

### 5 What would you like to do on Main Street?

- Unique shops with unique store fronts
- Gathering spaces; community stage
- Wine tasting
- Sit and relax in a pedestrian friendly environment
- Ability to walk & cross Main Street
- Ability to drive on Main Street
- Historic farm equipment
- Planters and murals

### 6 What should it look like?

- Pedestrian friendly sidewalks with underground utilities
- Green with flowers and a landscape median
- Two lane traffic



**Public Forum**  
Union Gap Main Street Revitalization



October 25, 2016

## Visioning Exercise Summary (12-09-13)

### 1 What makes Union Gap Unique?

- Oldest city in the Valley
- Gap between mountains
- Small town feel
- Year round schools
- Historic importance
- Open space and walking trails
- Strong Family Values
- Music
- "Gappers"

### 2 Strengths

- Agriculture gateway
- Retail shops and services
- More jobs than population
- Space for many purposes



**Public Forum**  
Union Gap Main Street Revitalization



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**Public Forum**  
Union Gap Main Street Revitalization



# Walk & Talk Summary (01-22-14)

- Pedestrian crossing at Washington Street
- Calm traffic as it approaches I-82
- Parking on-street is unsafe to open car doors
- Main Street is a regional asset
- Speed limit is too high; consider 25 mph
- Fruit City requires short term loading area
- Light for safe walkability
- Keep flag holders on light poles
- Maintain convenient west access from Main Street



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# Task Force Walk & Talk Site Visit and Meeting to Prioritize Project Components



October 25, 2016



**Public Forum**  
Union Gap Main Street Revitalization



# Prioritize Project Components (01-22-14)

COMPONENTS	Comments	Tally (15 Total)
Art (Sculptures and Monuments)		14
Banners		10
Bike Lanes		12
Center Turn Lane		9
Covered Bus Stops		12
Event Banners/Signs		11
Functional Street	Look at RAB	15
Gathering Spaces		10
Landscape Medians		2
Landscape Strips		5
Music		10
Parallel Parking on Street	Include in an option / parking on side streets	2
Pedestrian Crossing(s) Mid-Block		11
Pedestrian Lights		14
Street Furnishings (benches, bike racks, trash receptacles, dog dispenser/water)		15
Street Trees	Smart trees	10
Way Finding Signs		13
Wider Sidewalks		11

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# Walk & Talk Summary (01-22-14)

- Gateway at Ahtanum & Main Street
- Announce "Union Gap" at Gateway
- Signage for Landmarks (Homestead, Pioneer Graveyard, etc.)
- Community event signage
- Underground utilities
- Emphasize crosswalks
- Pedestrian crossing at Columbus Street
- Inadequate sidewalk at Post Office



October 25, 2016



**Public Forum**  
Union Gap Main Street Revitalization

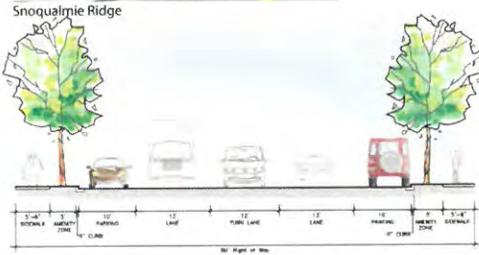
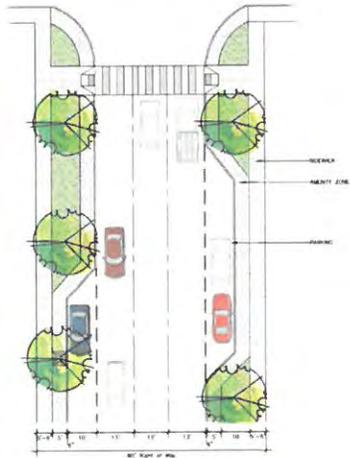


**Public Forum**  
Union Gap Main Street Revitalization



# Parking Option

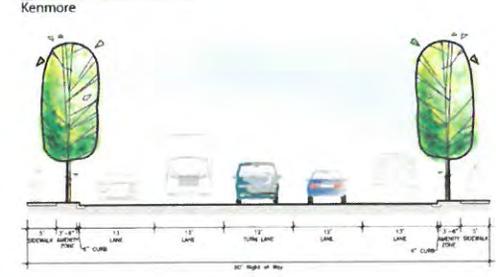
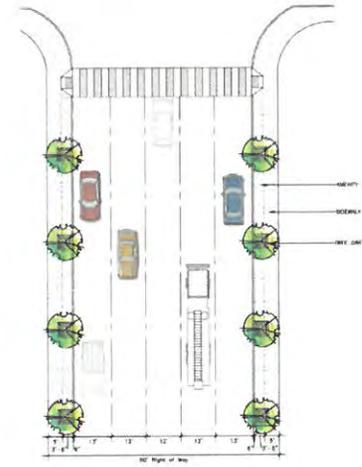
(02-26-14)



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# Mobility Option

(02-26-14)



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**Public Forum**  
Union Gap Main Street Revitalization

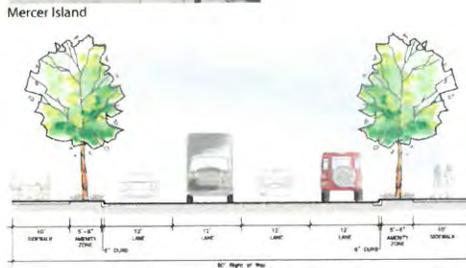
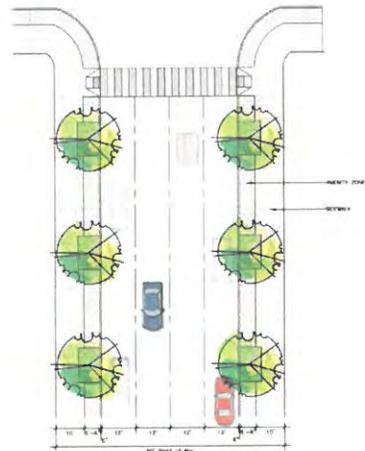


**Public Forum**  
Union Gap Main Street Revitalization



# Pedestrian Friendly Option

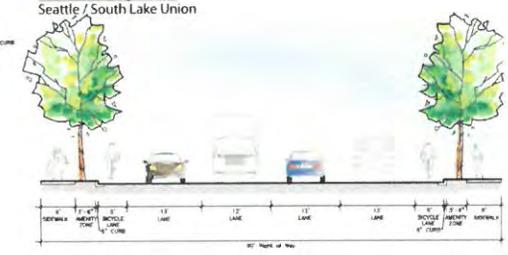
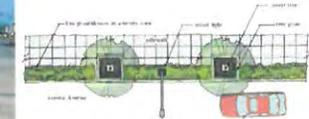
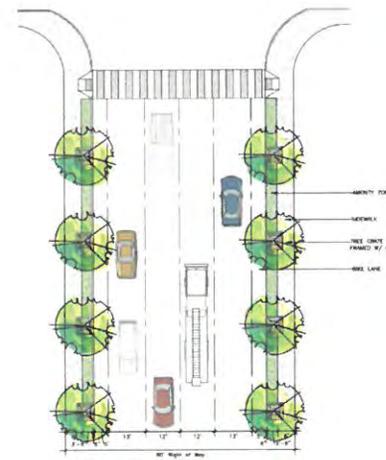
(02-26-14)



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# Multi Modal Option

(02-26-14)



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**Public Forum**  
Union Gap Main Street Revitalization



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Union Gap Main Street Revitalization



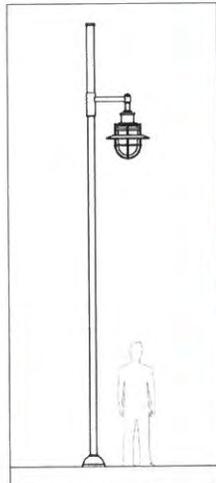
# Terminus (02-26-14)



VICTOR STANLEY – City Series



VICTOR STANLEY – Concourse

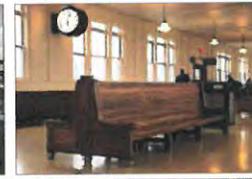


LUMEC - Candela



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# Recall (02-26-14)



Pioneer Graveyard - Union Gap, Yakima County, Washington



October 25, 2016



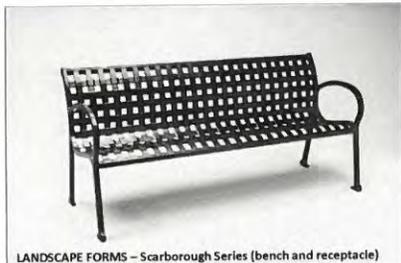
**Public Forum**  
Union Gap Main Street Revitalization



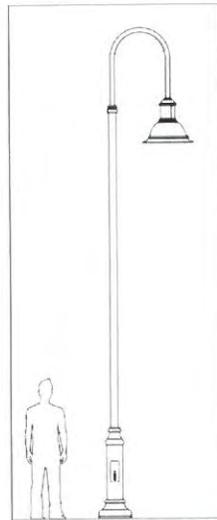
**Public Forum**  
Union Gap Main Street Revitalization



# Junction (02-26-14)



LANDSCAPE FORMS – Scarborough Series (bench and receptacle)



LUMEC - Domus



October 25, 2016

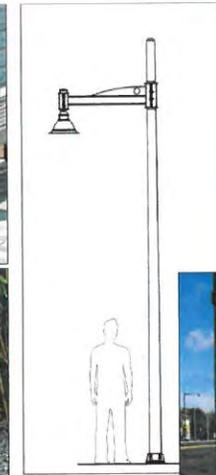
# Crossing (02-26-14)



FORMS + SURFACES - Renaissance



FORMS + SURFACES - Leda



LUMEC - Domus



October 25, 2016



**Public Forum**  
Union Gap Main Street Revitalization



**Public Forum**  
Union Gap Main Street Revitalization



## Street Tree Options (02-26-14)



**Bowhall Maple**  
*Acer rubrum* 'Bowhall'  
 Height: 50'-70'  
 Width: 12'-15'



**Summit Green Ash**  
*Fraxinus pennsylvanica* 'Summit'  
 Height: 40'-50'  
 Width: 12'-20'

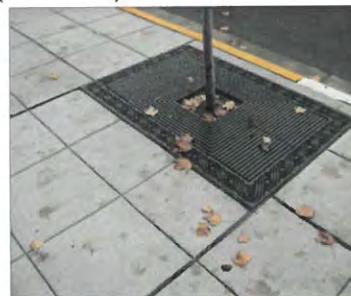


**Chanticleer Flowering Pear**  
*Pyrus calleryana* 'Chanticleer'  
 Height: 30'-35'  
 Width: 12'-15'

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## Paving Options: Sidewalk & Amenity Zone

(02-26-14)



October 25, 2016



**Public Forum**  
 Union Gap Main Street Revitalization



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 Union Gap Main Street Revitalization



## What We Heard

Public Forum Summary 6-16-14

28 People Attended

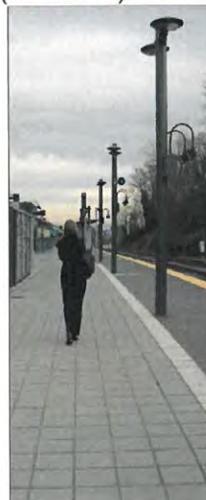
- Like the civic core option (3 lanes)
- Like wider sidewalks
- Like tree lined street
- Concerned street trees will impact sidewalks
- Like the steel benches
- City should assist small businesses with exterior improvements (i.e. – loans, grants, and/or advice)



October 25, 2016

## Paving Options: Texture & Pattern

(02-26-14)



October 25, 2016



**Task Force Recommendation**  
 Union Gap Main Street Revitalization



**Public Forum**  
 Union Gap Main Street Revitalization



# Multi Modal Option

(02-26-14)



October 25, 2016



**Public Forum**  
Union Gap Main Street Revitalization



# Prioritize Project Components (02-26-14)

COMPONENTS	Comments	1-22 Tally (15 Total)	2-26 Tally (14 Total)
Art (Sculptures and Monuments)		14 (93%)	9 (64%)
Banners		10 (67%)	12 (86%)
Bike Lanes		12 (80%)	3 (21%)
Center Turn Lane		9 (60%)	8 (57%)
Covered Bus Stops		12 (80%)	9 (64%)
Event Banners/Signs		11 (73%)	12 (86%)
Functional Street	A) Intermediate Signal at Intersection	15 (100%)	12 (86%)
Functional Street	B) Roundabout	N/A	3 (21%)
Gathering Spaces		10 (67%)	10 (71%)
Landscape Medians		2 (13%)	0
Landscape Strips		5 (33%)	6 (43%)
Music		10 (67%)	10 (71%)
Parallel Parking on Street	A) Include in an option	2 (13%)	0
Parallel Parking on Street	B) Parking on Side Streets	2 (13%)	14 (100%)
Pedestrian Crossing(s) Mid-Block	Signal for pedestrians	11 (73%)	13 (93%)
Pedestrian Lights		14 (93%)	11 (78%)
Street Furnishings (benches, bike racks, trash receptacles, dog dispenser/water)		15 (100%)	14 (100%)
Street Trees	A) Smart Trees	10 (67%)	10 (71%)
Street Trees	B) Artificial Trees	N/A	2 (14%)
Way Finding Signs		13 (87%)	13 (93%)
Wider Sidewalks (10+)		11 (73%)	9 (64%)

October 25, 2016



**Public Forum**  
Union Gap Main Street Revitalization



# Parking Option

(02-26-14)



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**Public Forum**  
Union Gap Main Street Revitalization



# Mobility Option

(02-26-14)



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**Public Forum**  
Union Gap Main Street Revitalization



# Civic Core



October 25, 2016

# The Big Idea

- Small Town Feel
- Retail Shops and Services
- Regional Asset
- Gateway at Ahtanum
- Historic Importance
- Parade Route
- Gathering Space / Community Stage
- Pedestrian Friendly / Walkability
- Wider Sidewalks
- Lights for Safety
- Pedestrian Crossings
- Traffic Calming (25 MPH)

October 25, 2016



**Public Forum**  
Union Gap Main Street Revitalization



**Public Forum**  
Union Gap Main Street Revitalization

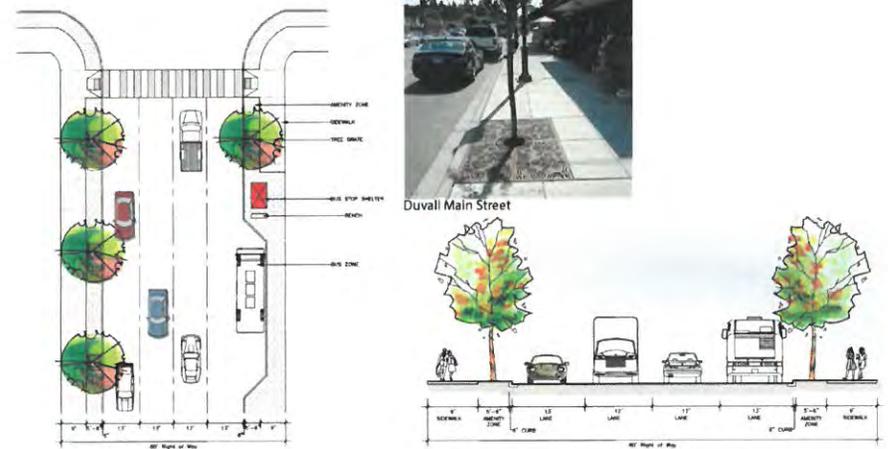


# Successful Revitalization Project



**HLA** **HBB** October 25, 2016

# Pedestrian Friendly (Revised)



October 25, 2016



**Public Forum**  
Union Gap Main Street Revitalization







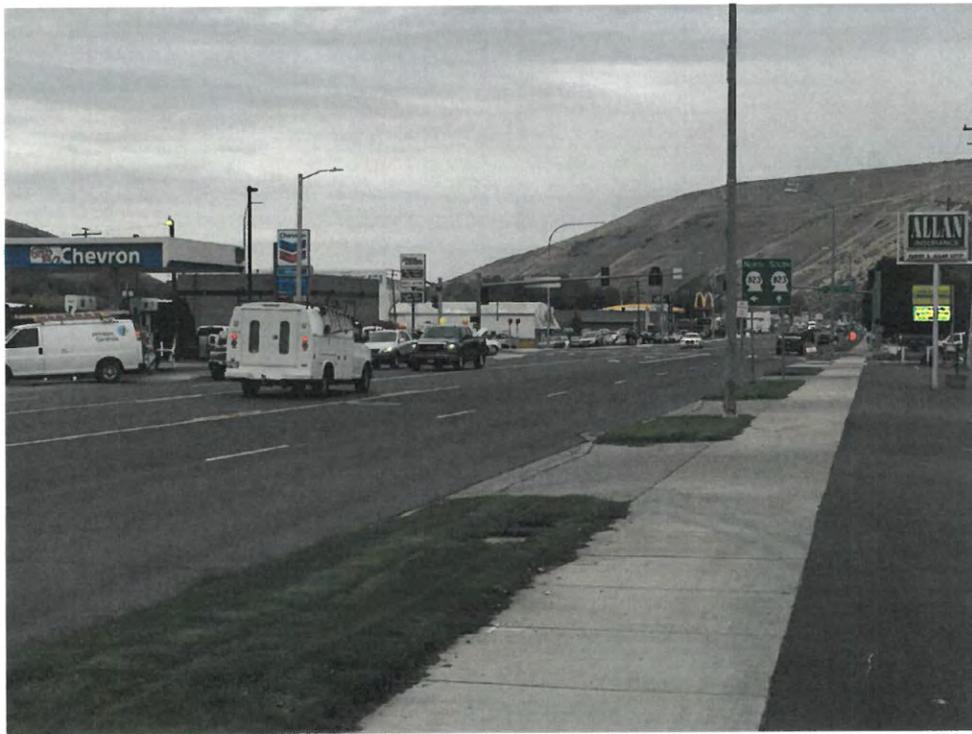




## Questions & Answers







City of Selah  
Council Minutes  
October 25, 2016

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

- A. Call to Order Mayor Raymond called the meeting to order at 5:30pm.
- B. Roll Call
- Members Present: John Tierney; Roy Sample; Laura Ritchie; Roger Bell; Diane Underwood; Russell Carlson
- Members Absent: Paul Overby
- Staff Present: Bob Noe, City Attorney; Gary Hanna, Fire Chief; Jim Lange, Deputy Fire Chief; Eric Steen, Deputy Police Chief; Joe Henne, Public Works Director; Ty Jones, Public Works Utility Supervisor; Harmit Bedi, City Planner; Dale Novobielski, Clerk/Treasurer; Dave Mullen, Recreation Manager; Bree Tait, Civic Center Manager; Andrew Potter, Human Resources Manager; Monica Lake, Executive Assistant
- C. Councilmember Absence – Motion to Excuse
- Council Member Ritchie moved, and Council Member Tierney seconded to excuse Council Member Overby from the meeting. By voice vote, approval was unanimous.
- D. Pledge of Allegiance
- Council Member Underwood led the Pledge of Allegiance.
- E. Invocation
- Pastor Brad Hill gave the prayer.
- F. Agenda Changes **None**
- G. Public Appearances/Introductions/ Presentations **None**
- H. Getting To Know Our Businesses

1. Jane Beebe, Spirit of Hope

Jane Beebe, 4280 North Wenas Road, approached the podium and addressed the Council. She said that Spirit of Hope is an equine center for life and learning, which she has owned and operated since 2005, working with individuals and groups to develop life skills, communication, team building, and leadership by partnering with horses. She has now added Hope for Heroes to this, which is for veterans with PTSD, to treat depression, anxiety, grief and loss.

Mayor Raymond inquired about their funding sources.

Ms. Beebe responded that Hope for Heroes is funded by grants and individuals, while Spirit of Hope is through contracts, adding that they are in their seventh year of working with the youth from Sundance.

Council Member Ritchie wondered if they received any government funding.

Ms. Beebe replied that they do not as of yet, but with Hope for Heroes she is hoping to get support in that way. She mentioned that she would like to start working with some of the juveniles just getting out of system and see how incorporate that as well.

Council Member Ritchie commented that she works out of Juvenile Court and suggested that there may be other funding available to help with recently released juveniles.

Council Member Sample asked about the facility's location.

Ms. Beebe handed out business cards.

Mayor Raymond requested that she explain what a life skill with a horse would be.

Ms. Beebe responded that boundaries, trust, and respect are things that youth are sometimes lacking, and that the horses mirror their feelings, not what they said, giving an example of life skills exercise to explain what she meant.

Council Member Underwood commented that she saw something about using them with children and found it quite inspirational.

Ms. Beebe agreed that it is truly inspirational.

Mayor Raymond thanked Ms. Beebe for coming to the meeting.

- I. Communications

1. Oral

Mayor Raymond opened the meeting.

Owen Packard approached the podium and addressed the Council. He expressed his appreciation for their support of the Selah Downtown Association (SDA) over the years, financially and otherwise, and requested that the City take advantage of the public utility tax credit offered by the Washington State Department of Revenue (DOR) for those affiliated with the Main Street program. He briefly explained the program and how it not only brings money back into the community but also provides a seventy-five percent tax credit the following year for those who participate in the program, noting that there is a finite amount of money earmarked for this on a first come, first served basis. He talked about their efforts to find a steady long-term income stream for the SDA, saying that they are looking in all other viable avenues of funding.

Council Member Sample inquired as to the funding limit, wondering if it was the same as that for businesses.

Mr. Packard responded that they could receive up to one hundred thirty-three thousand in contributions.

Council Member Sample asked for the total amount allocated by the State for the program.

Mr. Packard replied that it is one point five million.

Whitney Stohr, Executive Director, said that that they are in continual discussions with the State, looking at ways to fix how the funds are disappearing and how to fix the problem at the State level to prevent the funds from being gone on January second.

Council Member Tierney remarked that there is a finite amount of money available, expressing his concern that if city were to jump in that many deserving businesses in Selah would be deprived of the opportunity to take advantage of that tax credit.

Mr. Packard responded that thus far they have not even come close to hitting the maximum amount.

Ms. Stohr stated that they are holding meetings for any businesses who want to take advantage of this, inviting all business owners to their meetings.

Mayor Raymond wondered where the pledged money went.

Mr. Packard explained that businesses would be pledging to be part of the B&O tax incentive, and they would like to get to a point where they have donors throughout community regardless of the B&O tax incentive.

Council Member Ritchie observed that it does not have to be a business located in Selah; it could be a resident in Selah who cares about Selah and participates using their B&O tax money.

Mr. Packard commented that they had forty thousand pledged last year but did not get the tax incentive.

Ms. Stohr gave a brief explanation of the various ways downtown associations get funding, adding that this is a big opportunity for businesses in the area.

Council Member Tierney inquired about a limit on how much a business can pledge.

Ms. Stohr replied that the limit is the amount they pay in B&O taxes.

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

2. Written **None**

J. Proclamations/Announcements **None**

K. Consent Agenda

**Council Member Ritchie moved, and Council Member Sample seconded, to place N – 2 and N – 3 on the Consent agenda. Council Member requested that N – 2 not be added. By voice vote, approval to add N – 3 to the Consent Agenda was unanimous.**

Executive Assistant Lake read the Consent Agenda.

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

\* 1. Approval of Minutes: October 11, 2016 Study Session and Council Meeting

\* 2. Approval of Claims & Payroll:

Payroll Checks Nos. 80120 – 80204 for a total of \$212,475.84

Claim Checks Nos. 68413 – 68480 for a total of \$224,345.94

\* 3. Resolution N – 3: Resolution to authorize the Mayor to sign an application for funding from the Surface Transportation Block Grant (STBG)

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

L. Public Hearings **None**

M. General Business

1. New Business **None**

2. Old Business

a. City Council Meeting times

Mayor Raymond stated that the subject of meeting times was broached at the last meeting, and placed on the agenda for discussion today.

Council Member Underwood passed out a list of cities around the valley and their current meeting times.

Council Member Ritchie said that she is in favor of having both meetings start at five-thirty pm, especially since they are having study sessions before every council meeting, as it would be almost impossible for her to make a three pm study session.

Council Member Underwood suggested having it start at six pm, so that those who get off at five have enough to get home, adding that she is off work at four-thirty.

Mayor Raymond indicated those in attendance, saying that this is all they see for the public attending their meetings, and that when they have a meeting at six that runs until nine, it makes for a late night.

Council Member Tierney observed that they have had meetings that ran past eleven pm.

Mayor Raymond added that staff still has to go to work each morning.

Council Member Tierney felt that the current meeting times have worked well to allow plenty of public to be here, and that it gives them flexibility for scheduling study session and executive sessions as well. He remarked that she would hate to see the times changed simple because they are different from those of other cities, and that everyone who ran for election knew what the times were when they ran.

Council Member Underwood responded that they weren't at this time when she ran, and that it makes it difficult for someone who works during the day from being able to run for Council, adding that she is lucky to have a company that lets her get off early.

Council Member Carlson opined that providing two alternatives allows for a broader range of people to attend, giving the example of a stay at home mom as someone who would have a hard time attending a later meeting time. He felt that the two options provides opportunity for more to attend, adding that he is self-employed yet finds times to attend and still get his work done.

Council Member Tierney remarked that another issue they are overlooking is that for nine months of the year they have students involved in governmental classes that sit in on meetings and that they generally do so at the earlier meetings.

Council Member Underwood stated that students attend the Selah School District meetings and are allowed to leave early.

Council Member Sample said that his basic problem is when they have a study session that starts at three pm, and that he tends to agree that five thirty will allow people time to clean up and get down here.

Mayor Raymond felt that they should also take into consideration the staff that attends council meetings.

Council Member Tierney wondered about the City's cost for them to stay late.

Council Member Ritchie suggested no having study sessions with four pm meetings.

Mayor Raymond responded that sometimes things come up that need to be discussed.

Council Member Ritchie commented that the students will come no matter what time it is, and that she feels it would be think easier for the public to come after five pm. She thought they should take into consideration the Council Members' schedules as well, as it is almost a half day off for those who work. She added that Council Member Overby has been in favor of this in the past.

Council Member Tierney suggested that a proposal come back as an AIS at a future meeting.

Council Member Carlson liked the idea of limiting study sessions at the four pm meetings, as much as feasibly possible.

Council Member Tierney asked if they are required to have the study session prior to the meeting.

City Attorney Noe replied that there is no requirement.

Public Works Director Henne remarked that they could just have a study session at the second meeting.

Mayor Raymond said that the matter would be brought back for a vote at the next Council Meeting.

#### N. Resolutions

1. Resolution Authorizing the Mayor to Sign a SunComm Interlocal Dispatch Service Agreement with the Cities of Yakima and Union Gap, and Yakima County Fire Protection Districts 1,2,3,4,6,9,12 and 14

Fire Chief Hanna addressed N – 1. He said that this contract is normally a three-year contract with a five percent increase each year, and that the chiefs wanted them to justify that, as they do not get those increases in their budgets. He went on to say that this is a two year contract based on a per call increase with the provision that it can be reevaluated, adding that SunComm dispatches for the Yakima Police Department as well as every Fire Department in the upper valley, and there isn't another option for the department to consider using as a dispatch service due to the multi-million dollar infrastructure with repeater sites. He acknowledged that the amount is a big number, based on the call volume of the previous full calendar year, with a set amount per dispatch, and that he does not anticipate the fees ever going down as the department is busier every year.

Council Member Carlson asked about the annual value of the last contract.

Fire Chief Hanna replied that it was approximately two thousand dollars less.

Council Member Tierney wondered if the seventy thousand nine hundred and ninety-three dollars was the City's share only.

Fire Chief Hanna responded that his budget reflects the sixty-forty split, with the City paying forty percent of that amount.

Council Member Tierney inquired as to how it compares to the proposed budget.

Fire Chief Hanna replied that it is the same one.

**Council Member Ritchie moved, and Council Member Tierney seconded, to approve the Resolution Authorizing the Mayor to Sign a SunComm Interlocal Dispatch Service Agreement with the Cities of Yakima and Union Gap, and Yakima County Fire Protection Districts 1, 2,3,4,6,9,12 and 14. Roll was called: Council Member Tierney – yes; Council Member Sample – yes; Council Member Ritchie – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.**

2. Resolution Authorizing the Mayor to Sign a Camp Contract with UK International Soccer Inc.

Recreation Manager Mullen addressed N – 2. He said that this contract allows UK International Soccer Inc. to come in and do another camp, adding that the 2016 camp had thirty attendees and he estimates fifty for 2017. He commented that the professional players come from England and have to pass strict background checks to get a work visa to come to America.

Council Member Tierney expressed his confusion regarding the fiscal impact of a five hundred dollar gain on the AIS.

Recreation Manager Mullen replied that the City pays nothing out of pocket, but they gain a certain amount from registration.

Council Member Carlson asked what the number was from this year.

Recreation Manager Mullen responded that it was three hundred dollars, and that the plan for those funds is to help upgrade Lince field.

Council Member Ritchie noted that the contract talked about host families and wondered if that happened.

Recreation Manager Mullen replied that they had three instructors and three host families, and that the instructors helped out with chores around the houses they stayed at.

**Council Member Tierney moved, and Council Member Ritchie seconded, to approve the Resolution Authorizing the Mayor to Sign a Camp Contract with UK International Soccer Inc. Roll was called: Council Member Tierney – yes; Council Member Sample – yes; Council Member Ritchie – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.**

- \* 3. Resolution to authorize the Mayor to sign an application for funding from the Surface Transportation Block Grant (STBG)

O. Ordinances

- 1. Ordinance Amending Chapter 4.32 of the Selah Municipal Code entitled “Business Registration”

Clerk/Treasurer Novobielski addressed O – 1. He outlined the proposed amendments to the Municipal Code, which had been discussed with the majority of the finance committee, to include a change from the flat rate of twenty-five dollars per license to one that will be based on the number of employees, defining business registration to mean licensing, changing the term of the license from annual to run three hundred sixty-five days from the date of issuance, and changing from a separate license for each location of a business to instead be one license with multiple locations.

Council Member Ritchie agreed with the three hundred sixty-five days, but wondered how that would work with everyone scheduled for renewal on January first.

Clerk/Treasurer Novobielski acknowledged that the majority are probably tied to a January first renewal date.

Council Member Ritchie asked if there would be sending out letters of renewal.

Clerk/Treasurer Novobielski responded in the affirmative, adding that information from the State still needs to come through before they begin the process of sending out renewal notices based on the expiration dates provided by the State.

Council Member Sample requested confirmation that if someone registered a business in November they would be due for renewal the next November.

Clerk/Treasurer Novobielski replied in the affirmative.

Council Member Tierney wondered about receiving refunds from the State.

Clerk/Treasurer Novobielski responded that the City received what they were entitled to, and that those businesses who recently renewed will avoid the fee increase until their license is due for renewal.

Council Member Tierney clarified that he was thinking about someone who just relicensed on September first of this year, and receiving back nine months of registration monies back from the State.

Clerk/Treasurer Novobielski replied that the State received a fee, but the City received the money for the license.

**Council Member Tierney moved, and Council Member Ritchie seconded, to approve the Ordinance Amending Chapter 4.32 of the Selah Municipal Code entitled “Business Registration”. Roll was called: Council Member Tierney – yes; Council Member Sample – yes; Council Member**

**Ritchie – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Deputy Police Chief Steen said that Nick Singletary, their SRO would be partnering with the Moxee Police Department as of January eleventh as the assistant commander of reserve officers for Yakima County. He remarked that the Selah Police Department relies on its reserves regularly, and that they are a valuable resource to our community. He expressed his pride in Officer Singletary for taking on this role.

Council Member Tierney asked how it would affect coverage.

Deputy Police Chief Steen replied that most of the time they will be doing training on Tuesday and Thursday nights, and on Saturdays, which will have no effect.

Recreation Manager Mullen said that they are currently interviewing for the Recreation Coordinator spot, and that the person hired will take on the skate park with his guidance and assistance. He gave a brief update on current and upcoming youth sports, noting that he talked with the president of the Selah Tomahawks about the flag football league and their expectation of forty to fifty teams from the Yakima Valley, as the City has one of the only leagues in the area.

Fire Chief Hanna thanked the Council for approving the contract. He said that they have finished the annual recruitment drive with nineteen individuals, and hope to retain a good half dozen or so from that group.

Clerk/Treasurer Novobielski gave a sales tax update, noting that they should easily exceed the estimated revenue by a hundred thousand dollars.

Civic Center Manager Tait talked briefly about electrical repairs to the Civic Center then said she would be attending a social gathering next week to network with others in the valley to help the senior community members.

City Planner Bedi stated that there would be a Planning Commission meeting next Tuesday.

Human Resources Manager Potter clarified that the only person's wages affected by Council Meetings would be Executive Assistant Lake, as the remainder of staff are exempt employees. He said that Recreation Manager Mullen, Mayor Raymond and himself had an interesting meeting with the Selah School District regarding a community services fair to be held at the middle school, with a focus on families and youth regarding recreation groups, social services groups, and nonprofits.

Council Member Tierney inquired as to whether the exempt staff get comp time as compensation.

Human Resources Manager Potter replied that it is his understanding that exempt employees get no additional compensation in any way for their time; although in very particular circumstances City Administrator Wayman has helped adjust schedules to allow for weekend events and holidays, but it is never recorded as comp time.

Public Works Director Henne remarked that he is technically correct, but former Council Member Finch did make a motion that employees who stayed later could use comp time later that week. He gave a brief update on Well No. 6 and the issue they had with the pump then summarized the winter prep the department is undergoing to be ready for the season. He suggested having another study session at the second meeting in November to continue discussion of the First Street beautification project.

City Attorney Noe had no report.

2. Council Members

Council Member Ritchie had no report.

Council Member Sample had no report.

Council Member Tierney had no report.

Council Member Bell had no report.

Council Member Underwood had no report.

Council Member Carlson said that he attended the monthly YVCOG meeting the other night, during which they talked about the Yakima Basin Integrated Plan and the amount needed to gain fifty thousand acre feet of water for the project. He noted that the City's contribution was four hundred fifty-six dollars and thirty-five cents.

Public Works Director Henne commented that he received letter from them yesterday regarding that.

3. City Administrator **None**

4. Boards

a. Planning Commission Minutes – August 16, 2016

5. Mayor

Mayor Raymond stated that Thursday night is the first Community Days board meeting, and encouraged anyone who was interested in being on the committee to attend.

**Council took a five-minute recess.**

P. Executive Session

1. 30 Minute Session – Real Estate RCW 42.30.110 (1) (c)

Council went into Executive Session at 6:47pm. At 7:18pm, Council went back on the record. Mayor Raymond stated that no action was taken during the Executive Session.

Q. Adjournment

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

The meeting adjourned at 7:18 pm.

\_\_\_\_\_  
Sherry Raymond, Mayor

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

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

\_\_\_\_\_  
Roy Sample, Council Member

\_\_\_\_\_  
Laura Ritchie, Council Member

\_\_\_\_\_  
Roger Bell, Council Member

\_\_\_\_\_  
Russell Carlson, Council Member

\_\_\_\_\_  
Diane Underwood, Council Member

ATTEST:

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



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



**COUNCIL MEETING      ACTION ITEM**  
**11/8/2016              K – 2**

**Title:** Claims & Payroll

**Thru:** Donald Wayman, City Administrator

**From:** Monica Lake, Executive Assistant

**Action Requested:** Informational - No action

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** See Check Registers

**Funding Source:** Various. See Check Registers.

**Staff Recommendation:**

Approval of Claims & Payroll as listed on Check Registers.

**Background / Findings & Facts:**

See Check Registers.

**Recommended Motion:**

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



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



**COUNCIL MEETING      ACTION ITEM**  
**11/8/2016              M – 2A**

**Title:** City Council Meeting times

**Thru:** Donald Wayman, City Administrator

**From:** Sherry Raymond, Mayor

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Discuss Council meeting times and whether to amend the Code

**Background / Findings & Facts:**

Council wishes to address meeting times and possibly revise the current times. Discussion from last Council Meeting has been carried over to this one for a potential vote regarding a change to the current Municipal Code, which would be an Ordinance amendment approved at a future meeting.

**Recommended Motion:**

Possible motion to amend the code and change meeting times



**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)**

<b>Date:</b>	<b>Action Taken:</b>
12/11/2012	Ordinance of the City of Selah, Washington, amending Selah Municipal Code section 1.06.010 relating to the times for regular City Council meetings
2/23/2016	Ordinance of the City of Selah, Washington, amending Selah Municipal Code section 1.06.010 relating to the times for regular City Council meetings
10/25/2016	Council discussed the meeting times and decide to vote on the matter at the next Council Meeting

[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 257

AN ORDINANCE prescribing the time for meetings of the Selah Council, and amending Selah Code Section 1.06.010 (the same being Ordinance No. 2, Sections 1 and 2).

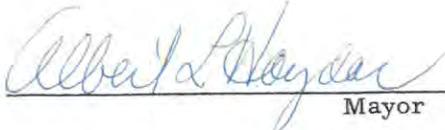
BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF SELAH:

Section 1. Selah Code 1.06.010 (Ordinance No. 2, Sections 1 and 2) is hereby amended to read:

1.06.010 Time of Meetings The Selah Council shall hold regular meetings on the second and fourth Monday of each month at the hour of 7:30 P.M. When the date of any regular meeting occurs on a legal holiday, this regular meeting shall then be held on the day following.

This Ordinance shall take effect from and after its passage and publication.

PASSED AND ADOPTED by the Council of the Town of Selah, Washington, and approved by its Mayor on June 13, 1960.

  
Mayor

Attest:

  
Town Clerk

ORDINANCE NO. 527

AN ORDINANCE changing the meeting date of  
the Council and amending Ordinance No.  
257, Section 1 and Selah Code 1.06.010.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SELAH:

Section 1. Selah Code 1.06.010 (Ordinance No. 257,  
Section 1), is amended to state:

1.06.010 Time of Meetings. The Town Council shall hold regular meetings on the second and fourth Tuesday of each month commencing at 7:00 o'clock p.m. When the date of any regular meeting occurs on a legal holiday, this regular meeting shall then be held on the day following.

PASSED BY THE TOWN COUNCIL OF THE TOWN OF SELAH, this  
13 day of May, 1974.

  
MAYOR

ATTEST:

  
Town Clerk/Treasurer

ORDINANCE NO. 1238

AN ORDINANCE PRESCRIBING THE TIME FOR MEETINGS  
OF THE SELAH COUNCIL AND REPEALING ORDINANCE  
NO. 1105

THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain  
as follows: Selah Municipal Ordinance No. 1105 is repealed.

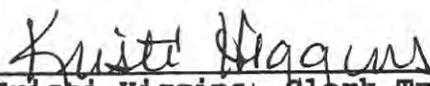
SECTION 1. Selah Code 1.06.010 is hereby amended to read:

1.06.010 - Time of Meetings. The Selah Council shall hold  
regular meetings on the second and fourth Tuesday of the month  
beginning with a Study Session at 3:30 p.m. and the Council meeting  
commencing at 4:00 p.m. When the date of any regular meeting  
occurs on a legal holiday, the regular meeting will be rescheduled  
as approved by Council.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON this 22nd day of August, 1995.

  
\_\_\_\_\_  
John Sweesy, Mayor

ATTEST:

  
\_\_\_\_\_  
Kristi Higgins, Clerk Treasurer

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

ORDINANCE No. 1870

**AN ORDINANCE of the City of Selah, Washington, amending Selah Municipal Code section 1.06.010 relating to the times for regular City Council meetings.**

WHEREAS, the City Council would like to modify the times for regular City Council meetings on a trial, 4 month basis, to provide for regular Council meeting to commence at 4:00 p.m. on the second Tuesday of each month and to provide for regular Council meetings to commence at 6:30 p.m. on the fourth Tuesday of each month;

WHEREAS, Selah Municipal Code section 1.06.040 provides that regular meetings of the Council shall be held as provided for by ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DOES ORDAIN as follows:

**Section 1.** Selah Municipal Code Section 1.06.010, Time of Meetings, amended.

SMC 1.06.010 is amended to read as follows:

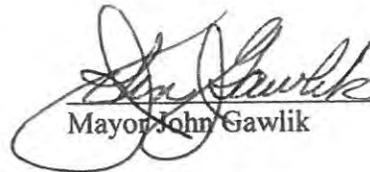
1.06.010 Time of meetings.

The Selah council shall hold regular meetings on the second and fourth Tuesday of the month beginning with a study session at three-thirty p.m. or as may otherwise be scheduled by the City Council as necessary and the council meeting commencing at four p.m. on the second Tuesday of the month and commencing at six-thirty p.m. on the fourth Tuesday of the month. When the date of any regular meeting occurs on a legal holiday, the regular meeting will be rescheduled as approved by council.

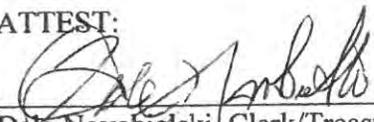
**Section 2.** Sunset/Trial Period. This ordinance shall be effective for a four month trial period commencing March 1, 2012 and ending June 30, 2012. At its expiration council meeting times will return to four p.m on the second and fourth Tuesday of the month, unless the City Council takes action otherwise.

**Section 3.** 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.

ORDAINED this 28<sup>th</sup> day of February, 2012.

  
Mayor John Gawlik

ATTEST:

  
Dale Novobnielski, Clerk/Treasurer

APPROVED AS TO FORM:

  
Robert F. Noe, City Attorney

ORDINANCE No. 1889

**AN ORDINANCE of the City of Selah, Washington, amending Selah Municipal Code section 1.06.010 relating to the times for regular City Council meetings.**

WHEREAS, the City Council would like to modify the times for regular City Council meetings on a trial basis, to provide for regular Council meeting to commence at 4:00 p.m. on the second Tuesday of each month and to provide for regular Council meetings to commence at 6:30 p.m. on the fourth Tuesday of each month;

WHEREAS, Selah Municipal Code section 1.06.040 provides that regular meetings of the Council shall be held as provided for by ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DOES ORDAIN as follows:

**Section 1.** Selah Municipal Code Section 1.06.010, Time of Meetings, amended.

SMC 1.06.010 is amended to read as follows:

1.06.010 Time of meetings.

The Selah council shall hold regular meetings on the second and fourth Tuesday of the month beginning with a study session at three-thirty p.m. or as may otherwise be scheduled by the City Council as necessary and the council meeting commencing at four p.m. on the second Tuesday of the month and commencing at six-thirty p.m. on the fourth Tuesday of the month. When the date of any regular meeting occurs on a legal holiday, the regular meeting will be rescheduled as approved by council.

**Section 2.** Sunset/Trial Period. This ordinance shall be effective for a trial period commencing July 1, 2012 and ending December 31, 2012. At its expiration council meeting times will return to four p.m on the second and fourth Tuesday of the month, unless the City Council takes action otherwise.

**Section 3.** 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.

ORDAINED this 10<sup>th</sup> day of July, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

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

ORDINANCE No. 1903

**AN ORDINANCE of the City of Selah, Washington, amending Selah Municipal Code section 1.06.010 relating to the times for regular City Council meetings.**

WHEREAS, the City Council would like to modify the times for regular City Council meetings on a trial basis, to provide for regular Council meeting to commence at 4:00 p.m. on the second Tuesday of each month and to provide for regular Council meetings to commence at 6:30 p.m. on the fourth Tuesday of each month;

WHEREAS, Selah Municipal Code section 1.06.040 provides that regular meetings of the Council shall be held as provided for by ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DOES ORDAIN as follows:

**Section 1.** Selah Municipal Code Section 1.06.010, Time of Meetings, amended.

SMC 1.06.010 is amended to read as follows:

1.06.010 Time of meetings.

The Selah council shall hold regular meetings on the second and fourth Tuesday of the month beginning with a study session at three-thirty p.m. or as may otherwise be scheduled by the City Council as necessary and the council meeting commencing at four p.m. on the second Tuesday of the month and commencing at six-thirty p.m. on the fourth Tuesday of the month. When the date of any regular meeting occurs on a legal holiday, the regular meeting will be rescheduled as approved by council.

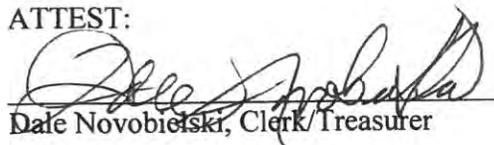
**Section 2.** Sunset Period. This ordinance shall be effective commencing January 1, 2013 and ending December 31, 2013. At its expiration council meeting times will return to four p.m. on the second and fourth Tuesday of the month, unless the City Council takes action otherwise.

**Section 3.** 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.

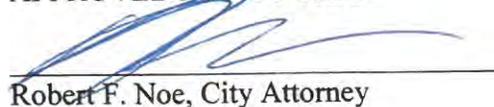
ORDAINED this 11<sup>th</sup> day of December, 2012.

  
Mayor John Gawlik

ATTEST:

  
Dale Novobietzki, Clerk/Treasurer

APPROVED AS TO FORM:

  
Robert F. Noe, City Attorney

ORDINANCE No. 1985

**AN ORDINANCE of the City of Selah, Washington, amending Selah Municipal Code section 1.06.010 relating to the times for regular City Council meetings.**

WHEREAS, the City Council would like to modify the times for regular City Council meetings to provide for regular Council meeting to commence at 4:00 p.m. on the second Tuesday of each month and to provide for regular Council meetings to commence at 5:30 p.m. on the fourth Tuesday of each month;

WHEREAS, Selah Municipal Code section 1.06.040 provides that regular meetings of the Council shall be held as provided for by ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DOES ORDAIN as follows:

**Section 1.** Selah Municipal Code Section 1.06.010, Time of Meetings, amended.

SMC 1.06.010 is amended to read as follows:

1.06.010 Time of meetings.

The Selah council shall hold regular meetings on the second and fourth Tuesday of the month beginning with a study session at three-thirty p.m. or as may otherwise be scheduled by the city council as necessary and the council meeting commencing at four p.m. on the second Tuesday of the month and commencing at ~~six-thirty~~ five-thirty p.m. on the fourth Tuesday of the month. When the date of any regular meeting occurs on a legal holiday, the regular meeting will be rescheduled as approved by council.

**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.

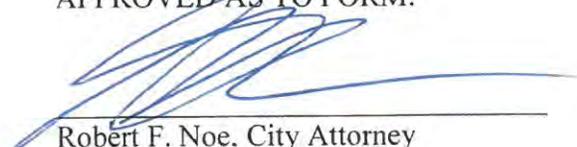
ORDAINED this 23<sup>rd</sup> day of February, 2016.

  
Mayor Sherry Raymond

ATTEST:

  
Dale Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

  
Robert F. Noe, City Attorney



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



**COUNCIL MEETING      ACTION ITEM**

**11/8/2016      N – 1**

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

**Thru:** Donald Wayman, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

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

**Funding Source:** see above

**Staff Recommendation:**

Approval.

**Background / Findings & Facts:**

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

**Recommended Motion:**

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON this 8<sup>th</sup> day of November 2016.

\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

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

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

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

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

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**X  
SUMMARY**

**CITY OF SELAH  
PREMIUM ONLY PLAN DOCUMENT**

**INTRODUCTION**

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

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

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

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

**I  
ELIGIBILITY**

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

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

**2. What are the eligibility requirements for our Plan?**

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

**3. When is my entry date?**

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

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

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

**II  
OPERATION**

**1. How does this Plan operate?**

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

**III  
CONTRIBUTIONS**

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

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

## **2. What happens to contributions made to the Plan?**

Before each Plan Year begins, you will select the insurance coverage you desire and whether to contribute to a Health Savings Account. Then, during each pay period, the contributions will be used to pay the premium expense for the insurance coverage you have selected.

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

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

## **4. When is the election period for our Plan?**

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

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

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

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

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

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

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

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

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

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

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

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

## **IV BENEFITS**

### **1. What insurance coverage may I purchase?**

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

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

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

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

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

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

### **2. May I direct Plan contributions to my Health Savings Account?**

Yes. Any monies that you do not apply toward available benefits can be contributed to your Health Savings Account, which enables you to pay for expenses which are not covered by our insured medical plan and save taxes at the same time. Please see your Plan Administrator for further details.

## **V BENEFIT PAYMENTS**

### **1. When will I receive benefit payments?**

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

### **2. Family and Medical Leave Act (FMLA)**

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

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

### **3. What happens if I terminate employment?**

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

- (a) Your Health Savings Account amounts will remain yours even after your termination of employment.
- (b) For health benefit coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA."

**4. Will my Social Security benefits be affected?**

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

**VI  
HIGHLY COMPENSATED EMPLOYEES**

**1. Do limitations apply to highly compensated employees?**

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

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

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

**VII  
GENERAL INFORMATION ABOUT OUR PLAN**

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

**1. General Plan Information**

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

Your Employer has assigned Plan Number 520 to your Plan.

The provisions of your amended Plan become effective on October 1st, 2016. Your Plan was originally effective on October 1st, 2004.

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

**2. Employer Information**

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

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

**3. Plan Administrator Information**

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

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

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

**4. Service of Legal Process**

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

City of Selah  
115 W Naches Avenue  
Selah, Washington 98942

## 5. Type of Administration

The type of Administration is Insurer Administration.

## VIII ADDITIONAL PLAN INFORMATION

### 1. Insurance Procedures

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

## IX CONTINUATION COVERAGE RIGHTS UNDER COBRA

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

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

### 1. What is COBRA continuation coverage?

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

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

### 2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

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

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

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

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

### 3. What is a Qualifying Event?

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

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

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

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

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

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

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

- **Service Areas:** If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.
- **Other Cost-Sharing:** In addition to premiums or contributions for health coverage, the Plan requires participants to pay copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower monthly premiums, but a much higher deductible and higher copayments.

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

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

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

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

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

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

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

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

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

**IMPORTANT:**

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

### **NOTICE PROCEDURES:**

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

City of Selah  
115 W Naches Avenue  
Selah, Washington 98942

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.

(b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:

(1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or

(2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

(c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

(d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

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

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

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

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

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

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

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

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

#### **16. What is Timely Payment for COBRA continuation coverage?**

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries

are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

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

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

#### **IF YOU HAVE QUESTIONS**

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

#### **KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES**

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

### **X SUMMARY**

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

If you have any questions, please contact the Administrator.



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



**COUNCIL MEETING      ACTION ITEM**  
**11/8/2016          N – 2**

**Title:** Resolution declaring one 1984 Chevrolet 1 ton 4 wheel drive pickup and utility box, and one 250 gallon poly water tank as surplus.

**Thru:** Donald Wayman, City Administrator

**From:** Gary Hanna, Fire Chief

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** None

**Funding Source:** Not applicable

**Staff Recommendation:**

Approval

**Background / Findings & Facts:**

This equipment is being replaced with a 2017 Brush/Rescue vehicle and has no further purpose for the Selah Fire Department, but equipment may have usable years in public or private sector.

**Recommended Motion:**

Resolution declaring one 1984 Chevrolet 1 ton 4 wheel drive pickup and utility box, and one 250 gallon poly water tank as surplus.

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

RESOLUTION DECLARING FIRE DEPARTMENT PROPERTY AS SURPLUS AND  
AUTHORIZING ITS DISPOSAL

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

WHEREAS, the equipment identified as follows;

1984 Chevrolet one ton 4 wheel drive pickup and utility box, vehicle identification number 1GBJK34WXEV142921, and one 250 gallon poly water tank

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Sherry Raymond, 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**  
**11/8/2016      N – 3**

**Title:** Resolution Authorizing the Mayor to Sign an Agreement for Animal Sheltering/Disposal Services between the City of Selah and the Humane Society of Central Washington for Calendar Year 2017

**Thru:** Donald Wayman, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** No real fiscal impact because we paying the contract prices now. No increases in 2017.

**Funding Source:** 001.000.054.554.30.41.00

**Staff Recommendation:**

To Approve

**Background / Findings & Facts:**

The Yakima Humane Society currently provides animal sheltering and disposal for animals impounded by our city's animal control officer and are willing to continue doing so, but under a contract.

**Recommended Motion:**

Approve the Resolution

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

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT  
FOR ANIMAL SHELTERING/DISPOSAL SERVICES BETWEEN THE CITY  
OF SELAH AND THE HUMANE SOCIETY OF CENTRAL WASHINGTON  
FOR CALENDAR YEAR 2017

WHEREAS, the Humane Society for Central Washington operates an animal shelter and is engaged in performing the general services of the Society within the County of Yakima, Washington; and

WHEREAS, the City requires use of an animal shelter for sheltering and disposal services of animals impounded by the City's Animal Control Officers; and

WHEREAS, the City has previously contracted with the Society for sheltering and disposal services of impounded animals at the Society's animal shelter; and

WHEREAS, the Society is willing to continue providing animal sheltering and disposal services to the City in accordance with the terms and conditions of the attached agreement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign an agreement with the Humane Society of Central Washington for the calendar year 2017.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

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

APPROVE AS TO FORM:

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

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

## ANIMAL SHELTERING AND DISPOSAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF SELAH (hereinafter referred to as the "City") and the YAKIMA HUMANE SOCIETY, a non-profit corporation (hereinafter referred to as the "Society").

WHEREAS, the Society operates an animal shelter and is engaged in performing the general services of the Society within the County of Yakima, Washington; and

WHEREAS, the City requires use of an animal shelter for sheltering and disposal services of animals impounded by the City's Animal Control Officers; and

WHEREAS, the City has previously contracted with the Society for sheltering and disposal services of impounded animals at the Society's animal shelter; and

WHEREAS, the Society is willing to continue providing animal sheltering and disposal services to the City in accordance with the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed by and between the City and the Society as follows:

### 1. SOCIETY'S OBLIGATIONS

#### I. IMPOUNDED ANIMALS

Upon delivery by the City, the Society shall board all animals impounded by the City's Animal Control Officers:

- a. The Society will furnish animal shelter facilities located at 2405 West Birchfield Road in Yakima, Washington.
- b. The Society will provide proper food, water, shelter and other humane treatment for such animals while they are in the Society's possession and until placed or otherwise humanely disposed of by the Society.
- c. The Society will hold all impounded animals at the Society's facility in accordance with the applicable City code;
  - i. Dogs wearing a dog tag, tattoo or microchip will be held for five (5) business days, and
  - ii. Dogs not wearing a dog tag, tattoo or microchip will be held for three (3) business days.
  - iii. Unclaimed animals will become the property of the Society on the day such animals are released from impound status according to applicable City code. The proceeds received by the Society from the sale of such released animals shall belong to the Society.
  - iv. Cats and other small animals of similar size are exempt from this holding period.

- v. Injured or sick dogs are exempt from this holding period.
- d. The Society will hold evidence dogs, including bite dogs, as necessary in accordance with the fee schedule listed in Section 3: Subsection VII of this Agreement.
- e. The Society will accept stray and owner surrender animals of City residents as space constraints allow.
  - i. The Society will not charge the City for any stray or owner surrender animals of City residents, except as authorized by City's Animal Control Officers.
  - ii. The Society shall charge City residents for the acceptance of any such stray or owner surrender animal at its discretion.
- f. The Society will maintain suitable office hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or for the redemption of impounded animals.

II. REDEMPTION OF ANIMALS

- a. The Society will collect an impound fee from the owners of any impounded dog that is redeemed by its' owner per the City ordinance. All such collected fees shall be remitted to the City with monthly billing.

III. ISSUE LICENSES, COLLECT FEES, AND KEEP RECORDS

- a. The Society will diligently issue and process applications for dog licenses for all impounded dogs owned or harbored by residents of the City.
- b. The Society shall not release an unlicensed animal to an owner that resides within the City until a license has been purchased with the appropriate copies of the license distributed to the owner and the City, and license tag delivered to the animal owner.
- c. The Society shall keep full and accurate records of all persons to whom dog licenses have been issued. It shall maintain a record of all animals taken into custody and impounded, showing the date, place, reason, and manner whereby animals were brought into custody with a description of the animal and a record of its final disposition.
  - i. The Society shall submit a report of such once a month with billing.
- d. The Society shall collect from the owner of any redeemed animal the appropriate licensing fees as required by City code.
- e. The Society shall remit such collected fees and licensing documentation to the City once a month with billing.
- f. The Society, as additional compensation for services rendered hereunder, shall collect a five (\$5.00) dollar agent fee for the sale of each City dog license from the animal owner.

IV. DISPOSAL OF DEAD ANIMALS

- a. Upon delivery by the City, the Society will properly dispose of all dead animals (dogs, cats, and other small animals of similar size) in accordance with the fee schedule listed in Section 3: Subsection VII of this Agreement.
  - i. The Society does not dispose of farm animals, including cattle, horses or other animals of similar size.

V. INSURANCE

- a. The Society shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect the Society from claims for damages for personal injury, including accidental and wrongful death, as well as from services rendered under this agreement, whether such services be by the Society, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall provide for limits of not less than \$1,000,000 per occurrence.
- b. The Society shall furnish the City with policies or certificates of insurance to demonstrate that the Society has procured such insurance and that the City has been named as an additional insured therein.
- c. Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days written notice shall be given to the City prior to modifications, cancellation, or reduction in coverage of such insurance.

VI. SOCIETY'S INDEPENDENT CAPACITY

- a. The Society and the City understand and expressly agree that that the Society is an independent contractor in the performance of each and every part of this Agreement.
- b. Any necessary administrative or procedural changes, which may occur from time to time during the period of the contract, shall be administered between the City and the Executive Director or the Director of Operations of the Society.

VII. NONDISCRIMINATION PROVISION

- a. During the performance of this Agreement, the Society shall not discriminate on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, political affiliation, or the presence of any sensory, mental or physical handicap. This provision shall include, but not be limited to, the following; employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

VIII. NO CONFLICT OF INTEREST

- a. The Society represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. The Society further covenants

that it will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.

IX. COMPLIANCE WITH LAW

- a. The Society agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

X. DELEGATION OF SERVICES

- a. The services provided for herein shall be performed by the Society, and no other person other than regular associates, volunteers or employees of the Society shall be engaged upon such work or services except upon written approval of the City.

XI. ASSIGNMENT

- a. This Agreement, or any interest herein, or claim under, shall not be assigned or transferred in whole or in part by the Society to any other person or entity without the prior written consent of the City. In the event such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Society as stated herein.

**2. CITY/COUNTY OBLIGATIONS**

I. SUPPLY ALL CERTIFICATES AND LICENSES

- I. The City shall purchase and supply to the Society all such dog license certificates, numbered (metallic) tags, and receipt forms as shall be required by the Society in the carrying out of its responsibility under this contract.

II. INDEMNIFICATION AND HOLD HARMLESS

- a. The City shall hold the Society harmless from any and all claims arising out of its handling and caring for animals delivered to it by the City, except insofar as such claims arise from actions of the Society which are in violation of this Agreement.

**3. CONSIDERATIONS**

I. INTEGRATION

- a. This written document constitutes the entire Agreement between the City and the Society. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties. This Agreement supersedes any and all previous agreements between the parties.

II. NOTICES

- a. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties as follows:

TO CITY: Mayor  
City of Selah  
115 W. Naches Ave.  
Selah, WA 98942

TO SOCIETY: Executive Director  
Yakima Humane Society  
2405 West Birchfield Road  
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

III. GOVERNING LAW

- a. This Agreement shall be governed by and constructed in accordance with the laws of the State of Washington.

IV. VENUE

- a. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

V. ATTORNEY'S FEES

- a. In the event that any suit or action is instituted by either party to enforce the compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court cost, such sums as the court may adjudge as reasonable attorney's fees.

VI. TERM OF AGREEMENT

- a. The term of this Agreement shall commence upon signing, and shall continue automatically for additional annual terms upon the same terms and conditions set forth herein; unless either party gives the other party written notice not later than September 30<sup>th</sup> of any year of its desire to terminate or modify this Agreement. Such termination may be without cause and shall be effective on the last day of December of the year of such notice.
- b. It is mutually understood and agreed to by the parties hereto that the City will defend this contract with all due and proper diligence should it be challenged by any action in law.

- c. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon the written consent of the parties hereto.

**VII. METHOD OF PAYMENT**

- a. The agreed contract price to be paid by the City to the Society for the carrying out of its obligation and responsibilities herein shall be arrived at as follows:
  - i. Intake Fee: \$50 per dog / \$40 per cat
  - ii. Sheltering Fee: \$10 per animal/day (minimum hold times apply), OR \$15 per animal/day for bite quarantine or evidence dogs
  - iii. Euthanasia Fee: \$35 per animal
  - iv. DOA Disposal Fee: \$20 per animal
- b. The Society shall present the City with a monthly invoice before the tenth (10<sup>th</sup>) of month following the month in which services were provided. It is understood and agreed that the contract sum shall be paid within thirty (30) days of receiving the Society's billing invoice.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**CITY OF SELAH**

**YAKIMA HUMANE SOCIETY**

By: \_\_\_\_\_  
Sherry Raymond, Mayor

By: \_\_\_\_\_  
Vaughn Merry, Executive Director

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Dale Novobielski, City Clerk-Treasurer

By: \_\_\_\_\_  
Patsy Dye, Shelter Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_



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



**COUNCIL MEETING      ACTION ITEM**

**11/8/2016      N – 4**

**Title:** Resolution Authorizing the Mayor to Sign the Interlocal Correction / Detention Agreement with the Yakima County Department of Corrections for 2017.

**Thru:** Donald Wayman, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** no change from 2016's agreement.

**Funding Source:** 001-000-023-523-61-51-01

**Staff Recommendation:**

Approval of contract

**Background / Findings & Facts:**

This is the annual renewal of the City's agreement with Yakima County regarding inmates and home detention.

**Recommended Motion:**

Approve the Resolution for 2017.

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

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE  
INTERLOCAL CORRECTION / DETENTION AGREEMENT  
WITH THE YAKIMA COUNTY DEPARTMENT OF  
CORRECTIONS FOR 2017

WHEREAS, the City of Selah desires to continue Correction and Detention services with the Yakima County Department of Corrections for 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be authorized to sign the 2017 Interlocal Correction / Detention Agreement with the Yakima County Department of Corrections.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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



**YAKIMA COUNTY**  
**DEPARTMENT OF CORRECTIONS**  
*111 North Front Street Yakima, Washington 98901 (509) 574-1700*

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October 31<sup>st</sup>, 2016

Selah Police Department  
Chief Rick Hayes  
617 South 1<sup>st</sup> Street  
Selah, WA 98942

**RE: 2017 Local Corrections/Detention Agreements – Renewal Notification**

Dear Chief Hayes:

It is once again time for us to begin the renewal process for the 2017 Local Corrections/Detention Agreements with the Yakima County Department of Corrections. I have enclosed (2) original agreements for you to review and have signed. There will be **no** changes for the upcoming year either in language or daily rates.

Please have the agreements signed and forwarded back to ATTN: Sandra Bess, Program Coordinator at 111 North Front Street, Yakima WA 98901. Once our Board of County Commissioners has signed, a fully executed original will be mailed back to you. Yakima County's last BOCC Agenda will be held on Tuesday, December 27<sup>th</sup>, 2016 so it is my hope that we will get them all fully executed before this year is over.

Please do not hesitate to contact me if you have any questions or issues you would like to discuss. I can be reached at 574-1758, or you can contact Sandra Bess at 574-1704.

Looking forward to another successful year of working together!

Respectfully,

Ed W. Campbell, Director  
EC:sb

C: City Notebook

**2017 INTERLOCAL  
CORRECTIONS/DETENTION AGREEMENT**

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THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and the **City of Selah** (hereinafter the "City/Town").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for jail services that specifies the responsibilities of each party.

WHEREAS, the City, through its Police Department, or Mayor desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department, Manager or Mayor shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. The City shall accept and incarcerate male and female prisoners of the County and State and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement. In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City/Town prisoner or to

return a City/Town prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief, or City Manager or Mayor shall meet by November of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.

4. **Charges and Other Services.**

**4.1 Daily Rate for Incarceration.** The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

The daily rate for the duration of this Agreement will be per day, per inmate according to **Attachment A**. If for some reason, an agreement between the City/Town and County cannot be reached by January 1, 2017, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2017, once the parties reach an agreement.

**4.2** Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees, electronic monitoring charges, medical treatment fees, etc.) for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

**4.3 Inmate Housing Computation.** It is agreed the City and County will use **Attachment A** to compute prisoner housing fees.

**4.4 Inmate Work Crews.** Inmate work crews will be contracted through a separate agreement.

**4.5 Home Detention.** Two home detention services are available for the City's prisoners.

4.5.1 Option A: The County will provide home detention electronic monitoring and reporting services to the City/Town for a cost **according to Attachment A.** All offender screening, selection, hookups, scheduling, supervision, re-incarceration, and offender fee collections and use will be the province of the City provided: (1) This service contracted city's offenders only AND (2) The City will reimburse the cost to replace any lost, damaged and/or stolen equipment.

4.5.2 Option B: The County will provide any or all of the home detention program service. Those activities shall be operated by mutual agreement and in full compliance with the County's program policies, procedures and practices. The City/Town also agrees to allow the County to collect and keep all participant and other revenues and fees associated with providing home detention services.

- a. The County shall maintain reasonable access to a sufficient supply of field monitoring device (FMD) equipment needed to meet the City/Town home detention service needs. The County shall keep and maintain such equipment in good working order and shall update the equipment as necessary. The County shall also make reasonable efforts to provide the City/Town with additional monitoring capabilities, including but not limited to: alcohol sensors, daily fax on each monitored defendant, and automated notification regarding monitored defendants who are not in compliance with the home detention monitoring program.
- b. The City/Town shall not be liable to the County for the loss of or damage to monitoring equipment caused by defendants and/or offenders provided by the County pursuant to this Agreement. Rather, the County shall seek compensation for lost or damaged monitoring equipment from those monitored defendants and/or offenders who lose or damage such equipment.

**4.6 Access to County Computer System.** The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

5. **Prisoner Delivery and Notification.**

5.1 When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.

5.2 In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at its option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the Completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.

5.3 In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner.

5.4 When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.

6. **Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.

8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.

9. **Hold Harmless.**

The County agrees to hold harmless, indemnify, and defend the City/Town, its elected officials officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in County custody) which result from or arise out of the sole negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

9.1 The City/Town agrees to hold harmless, indemnify, and defend the County, its selected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

9.2 In the event that the officials, officers, agents, and/or employees of both the County and the City/Town are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

9.3 Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party

10. **Medical.**

The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City/Town's designee(s) via e-mail or fax if a City/Town's prisoner requires medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply. The City/Town shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City or Town's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held **(fractionalized as appropriate.)**

The County and City/Town shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City/Town, pursuant to this Agreement holds a prisoner in custody, and the County or City/Town on the basis of other State and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. **For example:** if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxication Treatment.
12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these programs, the County and City/Town shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.

14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners; provided, however, that either party may terminate the home detention program specified in Section 4.3.2(a) by providing the other party with thirty (30) days written notice of termination that states the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** The duration of this Agreement shall be from ***January 1, 2017 through midnight December 31, 2017***, unless otherwise terminated in accordance with Section 14 of this Agreement.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.
19. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
20. **Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

22. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Selah Police Department  
Chief Rick Hayes  
617 South 1<sup>st</sup> Street  
Selah, WA 98942

TO COUNTY: Edmund Campbell, Director  
Yakima County Department of Corrections  
111 North Front Street  
Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2017 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2017 the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2017. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2017. The two appointed arbitrators shall then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.
25. **Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

**CITY OF SELAH**

\_\_\_\_\_  
Mayor/City Manager

Approved as to form this  
\_\_\_\_ day of \_\_\_\_\_

Attest:

\_\_\_\_\_  
Tiera Girard  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Stefanie Weigand,  
Senior Deputy Prosecuting Attorney

**BOARD OF YAKIMA COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
Michael D. Leita, Chairman

\_\_\_\_\_  
Kevin J. Bouchey, Commissioner

\_\_\_\_\_  
J. Rand Elliott, Commissioner  
*Constituting the Board of County Commissioners for Yakima  
County, Washington*

## Attachment A

### YAKIMA COUNTY INTERLOCAL CORRECTIONS AGREEMENT - 2017

#### Local Detention/Correction Rates:

Daily Housing:

Based on the Monthly Average Daily Population (MADP) sliding scale:

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale. This scale does not include those inmates with serious medical, mental health or behavioral conditions as determined by the County. Inmates whose mental health, behavioral or medical conditions require special housing or treatment will be housed at a rate of \$87.95. All other inmates will be housed based on the (MADP):

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$50.60
126-150	\$51.65
101-125	\$52.65
76-100	\$53.70
51-75	\$54.75
26-50	\$55.80
0-25	\$56.80

#### Billing Detail:

Fractionalized Billing per current practice.

#### Other special Agreement Conditions:

Yakima County has the following correctional options services.

- **Electronic Home Detention** (City determines monitoring and supervision)
  - Daily Electronic Home Monitoring Equipment                      \$9.50
  - Daily Electronic Home Supervision                                      \$0.00
  - (Fees collected from client)
- **Work Crews** (City may contract through separate agreement)

Daily Electronic Home Monitoring Equipment is a charge to agencies for the equipment used, should they decide to do their own Home Detention services Yakima County will provide the equipment for the fee listed above.

---

**ATTACHMENT B**  
**MEDICAL ACCEPTABILITY**

The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Any injury or illness requiring immediate or emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power.
5. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
6. Signs of alcohol and/or drug withdrawal.
7. Bed bound individuals.
8. Individuals with attached IV or requiring IV medications.
9. Individuals requiring the use of oxygen tanks.
10. AMA (Against Medical Advice) from the hospital.
11. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
12. Post-operative persons who have follow up appointments within the next two weeks.
13. Wounds with drainage tubes attached.
14. Open and/or oozing bedsores.
15. Individuals requiring nebulizers who cannot obtain one.
16. Inmates who cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
17. Persons who are pregnant.
18. Persons undergoing chemotherapy and/or radiation treatment.
19. Persons undergoing dialysis.
20. Persons with the following untreated medical conditions:
  - a) Heart disease

- b) Seizures disorders
  - c) Insulin dependent diabetes
  - d) Cancer
  - e) HIV Positive or AIDS
21. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
  22. Persons taking Methadone, or Suboxone, a substitute for Methadone.
  23. Person, if prescribed, has not taken psychotropic medications for at least 72 hours.
  24. Persons requiring CPAP machines as prescribed must be transported with the machine.



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



**COUNCIL MEETING      ACTION ITEM**  
**11/8/2016      O – 1**

**Title:** Ordinance to Establish the Amount of Taxes to be Levied Upon Real & Personal Property in the City of Selah, Yakima County, Washington, and Fixing the Tax Levy for the Year 2017.

**Thru:** Donald Wayman, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** Total \$ 1,566,154. Fund 001 General \$ 1,107,737, 103 Fire Control \$ 306,917 and 110 City Street \$ 151,500.

**Funding Source:** Property taxes

**Staff Recommendation:**

Approve Ordinance.

**Background / Findings & Facts:**

To establish and levy the amount of real and personal property taxes to be assessed in 2017.

**Recommended Motion:**

I move to approve the Ordinance establishing the 2017 real and personal property tax levy.

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

ORDINANCE TO ESTABLISH THE AMOUNT OF TAXES TO BE LEVIED UPON THE REAL AND PERSONAL PROPERTY IN THE CITY OF SELAH, YAKIMA COUNTY, WASHINGTON, AND FIXING THE TAX LEVY FOR THE YEAR 2017

WHEREAS, the City Council has held a Public Hearing on the revenue sources for the coming year's budget, including consideration of possible increases in property tax revenues for the 2017 calendar year, and

WHEREAS, the assessed valuation for the City is preliminary and is subject to change;

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

The City Council of the City of Selah, Washington, does make, determine and levy the amount of taxes to be assessed in 2017 against real and personal property situated within the corporate limits of the City as follows:

REGULAR LEVY	\$ 1,566,154*
--------------	---------------

\*The regular levy request is a \$39,027 dollar increase from the 2016 levy amount consisting of a 1% increase of that same 2016 levy amount, plus any amount allowed for new construction and increase in state assessed values.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 8<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

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



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



**COUNCIL MEETING      ACTION ITEM**

**11/8/2016      O – 2**

**Title:** Ordinance of the City of Selah, Washington Vacating Portions of Right-of-Way

**Thru:** Donald Wayman, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

To approve the attached Ordinance

**Background / Findings & Facts:**

The City of Selah's treatment plant operates under a National Pollutant Discharge Elimination System (NPDES) permit. In that permit the city is required to control the temperature of the effluent ditch. One way to do this, is by planting trees along the ditch. In order to do this the city needs to acquire a strip of land along the west side of the ditch. The city wished to vacate and trade unused rights of way with property owner Ronimo, LLC to acquire this strip of land along with access easements to do so.

**Recommended Motion:**

To approved the attached Ordinance to vacate portions of rights-of-way.

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

AN ORDINANCE OF THE CITY OF SELAH, WASHINGTON VACATING  
PORTIONS OF RIGHT-OF-WAY

Whereas, Ronimo, LLC acquired real property which partially abuts certain City of Selah rights of way;

Whereas, those rights of way have not been opened as public roads, the City does not use them, and the City has no plans for future use of the same;

Whereas, Ronimo, LLC, when it acquired its real property, it obtained property that would be beneficial to the City for its municipal purposes;

Whereas, the parties, Ronimo, LLC, and the City of Selah, have agreed that the exchange of a portion of the Ronimo, LLC real property that the City desires, along with an access easement the City desires for access to the Taylor Ditch, for the City's non-used rights of way and other City property, properties bearing an approximately equivalent value, is in the best interest of both Ronimo, LLC and the City of Selah;

Whereas, based on the needs and agreement of the parties, the parties have previously entered into a Real Property Transfer Agreement requiring the exchange and conveyance of portions of real property, the vacation and conveyance of rights of way and the execution of an easement;

Whereas, in order to convey the City's interest in the non-used rights of way, the City must vacate the same; and,

Whereas, because there is no petition for the vacation, because no others parties abut or are affected by the rights of way subject to the agreement of the parties and proposed vacation, and because the rights of way do not constitute open public street or roads, it is not necessary for the City to conduct a public hearing under RCW 35.79 to vacate the right of way;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON DOES ORDAIN AS FOLLOWS:

The City Council for the City of Selah determines and declares that the vacation of certain rights of way is in the public interest, and finds and orders that the vacated rights of way be merged into contiguous property owned by Ronimo, LLC, which abut the rights of way vacated.

The rights of way to be vacated hereby are legally described as follows:

Portions of Auditor's Parcel Nos. 181301-23015, 181301-23009, 181301-32408, and 181301-32004, subject to utility and access easement described as follows:

That portion of Section 1, Township 13 North, Range 18 East, W.M., being a strip of land 40.00 feet in width and described as follows:

Commencing at the Northwest corner of Lot 9, Block 3, DUNCAN ADDITION, according to the official plat thereof recorded in Volume 'M' of Plats, Page 46, records of Yakima County, Washington;

Thence South 89°57'04" East along the South right of way line of 11th Avenue a distance of 30.00 feet to the Point of Beginning;

Thence continuing South 89°57'04" East along said right of way line and the Easterly extension thereof 256.38 feet to a point that is 15.00 feet Northwesterly of the Northwesterly right of way line of the Burlington Northern Railroad, as measured perpendicular thereto;

Thence North 16°06'56" East parallel with said railroad right of way line 41.63 feet to a point that is 40.00 feet North of the South line right of way of said 11th Avenue and the Easterly extension thereof, as measured perpendicular thereto;

Thence North 89°57'04" West parallel with said South right of line 267.90 feet to a point bearing North 0°02'56" East 40.00 feet from the Point of Beginning;

Thence South 0°02'56" West 40.00 feet to the Point of Beginning;

Situate in Yakima County, Washington.

And,

Portions of Auditor's Parcel Nos. 181301-32408 and 181301-32004 as follows:

All that part of Wenas Avenue as shown on DUNCAN ADDITION, according to the official plat thereof recorded in Volume 'M' of Plats, Page 46, records of Yakima County, Washington, lying North of the following described line:

Beginning at the Southeast corner of Lot 4, Block 3 of said plat;

Thence East along the Easterly extension of the South line of said Lot 4 to the East right of way line of said Wenas Avenue and terminus of said line;

AND TOGETHER with that Portion of 11th Avenue as shown on said DUNCAN ADDITION, lying Easterly of the following described line;

Commencing at the Northwest corner of Lot 9, Block 3, of said plat;

Thence South 89°57'04" East along the South right of way line of said 11th Avenue a distance of 30.00 feet to the Point of Beginning of said line;

Thence North 0°02'56" East 50.00 feet to the North right of way line of said 11th Avenue and terminus of said line;

Situate in Yakima County, Washington.

ORDAINED by the City Council of the City of Selah, Washington this 8<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

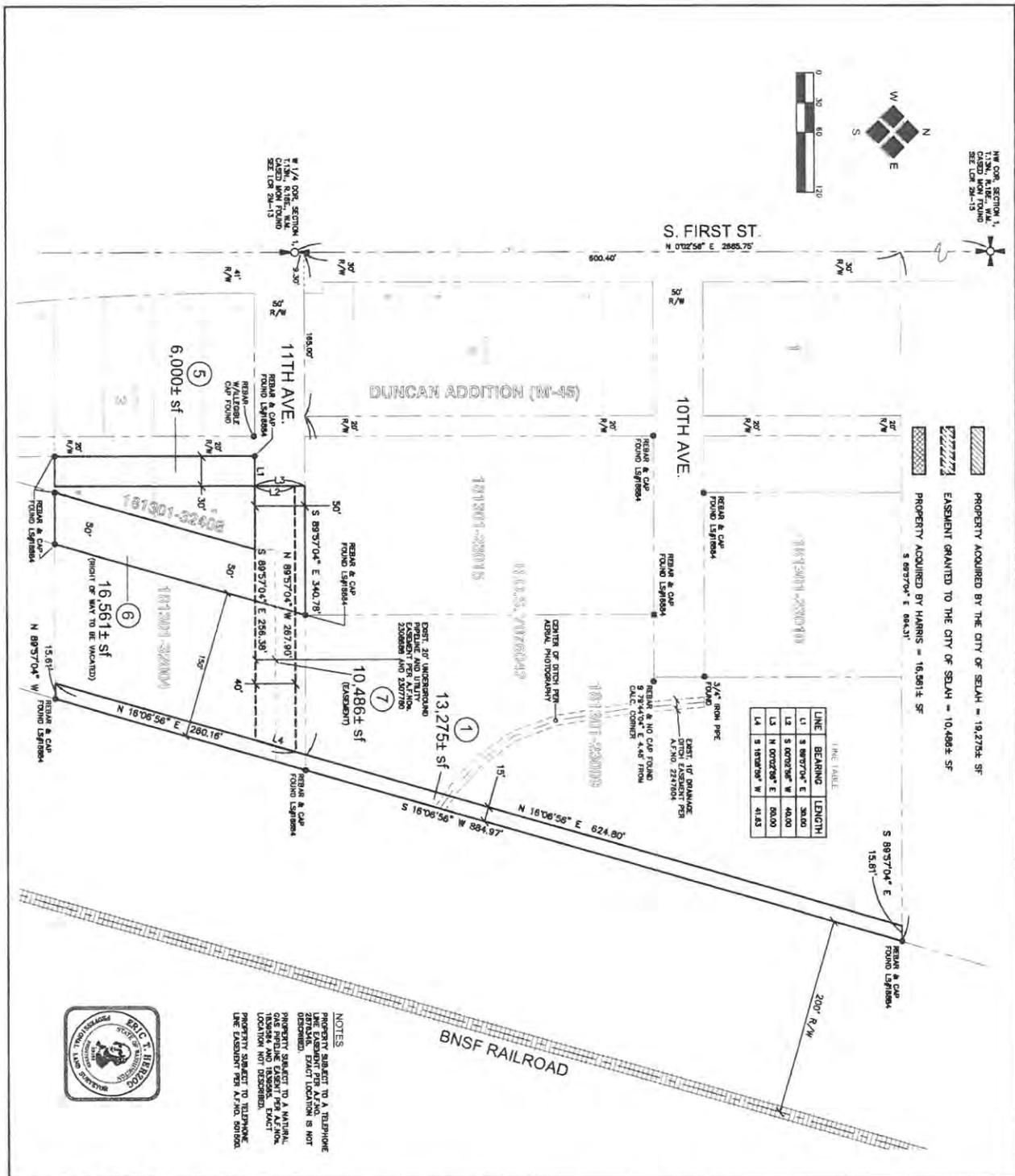
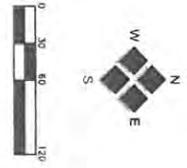
\_\_\_\_\_  
Dale Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

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

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

W/4 COR. SECTION 1,  
T.33N., R.18E., W.M.  
BASED UPON FOUND  
SEC. COR. 24-15



- PROPERTY ACQUIRED BY THE CITY OF SELAH = 19,275± SF
- EASEMENT GRANTED TO THE CITY OF SELAH = 10,486± SF
- PROPERTY ACQUIRED BY HARRIS = 16,261± SF
- 5 89°57'04" E 84.31'

LINE TABLE

LINE	BEARING	LENGTH
L1	S 89°57'04" E	30.00
L2	S 00°02'04" W	40.00
L3	N 00°02'04" E	50.00
L4	S 18°00'59" W	41.33

**NOTES**  
 PROPERTY SUBJECT TO A TELEPHONE  
 EASEMENT. LOCATION IS NOT  
 SHOWN. THE LOCATION IS NOT  
 PROPERTY SUBJECT TO A NATURAL  
 GAS FUTURE EASEMENT FOR A ZONING  
 LOCATION NOT DESCRIBED.  
 LINE EASEMENT PER A.P.C. 501500.



**PROPERTY EXHIBIT**  
for, THE CITY OF SELAH  
CITY OF SELAH, YAKIMA COUNTY, WASHINGTON

DATE OF FIELD SURVEY:	1.31.18
FIELD BOOK:	413480
JOB NO.:	16044
FILE NAME:	16044
DRAWN BY:	TDF
DATE:	12/27/18
REVIEWED BY:	ETH
DATE:	8/27/19

2803 River Road  
Yakima, WA 98902  
509.966.7000  
Fax 509.965.3800  
www.hlacivil.com

**City of Selah  
Property Acquisition/Vacation  
HLA Project No. 16044  
May 27, 2016**

**Property to be Acquired by The City of Selah**

**Parcel 1**

That portion of Section 1, Township 13 North, Range 18 East, W.M., described as follows:

Commencing at the Southeast corner of Lot 7, Block 2, DUNCAN ADDITION, according to the official plat thereof recorded in Volume 'M' of Plats, Page 46, records of Yakima County, Washington;

Thence South 89°57'04" East along the North right of way line of 11<sup>th</sup> Avenue and the Easterly extension thereof a distance of 340.78 feet to a point that is 15.00 feet Northwesterly of the Northwesterly right of way line of the Burlington Northern Railroad, as measured perpendicular thereto, said point being the Point of Beginning;

Thence North 16°06'56" East parallel with said railroad right of way line 624.80 feet;

Thence South 89°57'04" East 15.61 feet to said railroad right of way line;

Thence South 16°06'56" West along said railroad right of way line 884.97 feet;

Thence North 89°57'04" West 15.61 feet to a point that is 15.00 feet Northwesterly of said railroad right of way line, as measured perpendicular thereto;

Thence North 16°06'56" East parallel with said railroad right of way line 260.16 feet to the Point of Beginning;

Situate in Yakima County, Washington.

**Parcel 5**

The West 30.00 feet of Lots 8 and 9, Block 3, DUNCAN ADDITION, according to the official plat thereof recorded in Volume 'M' of Plats, Page 46, records of Yakima County, Washington, as measured perpendicular to the West line of said lots;

EXCEPT any portion lying Southerly of the following described line:

Beginning at the Southeast corner of Lot 4 of said Block 3;

Thence East along the Easterly extension of the South line of said Lot 4 to the East line of said Lot 8 and terminus of said line;

Situate in Yakima County, Washington.

### **Easement 7**

That portion of Section 1, Township 13 North, Range 18 East, W.M., being a strip of land 40.00 feet in width and described as follows:

Commencing at the Northwest corner of Lot 9, Block 3, DUNCAN ADDITION, according to the official plat thereof recorded in Volume 'M' of Plats, Page 46, records of Yakima County, Washington;

Thence South 89°57'04" East along the South right of way line of 11<sup>th</sup> Avenue a distance of 30.00 feet to the Point of Beginning;

Thence continuing South 89°57'04" East along said right of way line and the Easterly extension thereof 256.38 feet to a point that is 15.00 feet Northwesterly of the Northwesterly right of way line of the Burlington Northern Railroad, as measured perpendicular thereto;

Thence North 16°06'56" East parallel with said railroad right of way line 41.63 feet to a point that is 40.00 feet North of the South line right of way of said 11<sup>th</sup> Avenue and the Easterly extension thereof, as measured perpendicular thereto;

Thence North 89°57'04" West parallel with said South right of line 267.90 feet to a point bearing North 0°02'56" East 40.00 feet from the Point of Beginning;

Thence South 0°02'56" West 40.00 feet to the Point of Beginning;

Situate in Yakima County, Washington.

### **Property to be Acquired by Ronimo, LLC**

#### **Parcel 6 (Right of Way to be Vacated)**

All that part of Wenas Avenue as shown on DUNCAN ADDITION, according to the official plat thereof recorded in Volume 'M' of Plats, Page 46, records of Yakima County, Washington, lying North of the following described line:

Beginning at the Southeast corner of Lot 4, Block 3 of said plat;

Thence East along the Easterly extension of the South line of said Lot 4 to the East right of way line of said Wenas Avenue and terminus of said line;

AND TOGETHER with that Portion of 11<sup>th</sup> Avenue as shown on said DUNCAN ADDITION, lying Easterly of the following described line;

Commencing at the Northwest corner of Lot 9, Block 3, of said plat;

Thence South 89°57'04" East along the South right of way line of said 11<sup>th</sup> Avenue a distance of 30.00 feet to the Point of Beginning of said line;

Thence North 0°02'56" East 50.00 feet to the North right of way line of said 11<sup>th</sup> Avenue and terminus of said line;

Situate in Yakima County, Washington.

## **AGREEMENT FOR TRANSFER OF REAL PROPERTIES**

**THIS AGREEMENT** is made by and between the City of Selah, a Washington municipal corporation (hereinafter "City") and Ronimo, LLC, a Washington Limited Liability Corporation (hereinafter "Ronimo").

**Whereas**, the City requires access and rights to land adjacent to the Taylor Ditch to engage in work designed to assist it in meeting Department of Ecology mandates relating to the temperature of the water passing through the ditch;

**Whereas**, Ronimo owns real properties adjacent to the Taylor Ditch;

**Whereas**, the City owns real property and rights-of-way that are situated on or encumber the Ronimo properties;

**Whereas**, the City and Ronimo will mutually benefit from an exchange of real properties because the City will have the ability to move forward with the contemplated improvements to the Taylor Ditch and Ronimo will obtain property that it can use to enhance its business or other objectives;

**Whereas**, the City has considered the relative values of the properties to be transferred pursuant to this Agreement and finds that it will receive fair compensation for the properties it transfers to Ronimo both in terms of value of the property it will receive and in terms of the utility and benefit to the City for its municipal public use and necessity;

**Whereas**, Ronimo agrees that the value of the property it will receive in exchange for the value of the properties it transfers to the City under this Agreement constitutes just compensation for those properties and fully compensates Ronimo for the transfers;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements set forth herein, it is voluntarily agreed by and between the City and Ronimo as follows:

**1. Recitals.** The recitals set forth above are incorporated herein and made a part of this agreement by this reference.

**2. Real Property Transfers identified herein.** All real property transfers (conveyances) identified in this Agreement shall be accomplished through the tender of and recordation of statutory warranty deeds or quit claim deeds as appropriate.

**3. Eminent Domain.** The parties recognize that the City could acquire property adjacent to the Taylor Ditch for its project under Eminent Domain and could force the acquisition of certain of Ronimo's properties if necessary. This Agreement is entered into with acknowledgment of the same.

**4. Ronimo property to be transferred to the City.**

**a. Affected Parcel Nos. 181301-23009 and 181301-32004.** Ronimo shall transfer a portion of Parcel Nos. 181301-23009 and 181301-32004 as follows:

*Parcel 1*

*That portion of Section 1, Township 13 North, Range 18 East, W.M., described as follows:*

*Commencing at the Southeast corner of Lot 7, Block 2, DUNCAN ADDITION, according to the official plat thereof recorded in Volume 'M' of Plats, Page 46, records of Yakima County, Washington;*

*Thence South 89°57'04" East along the North right of way line of 11th Avenue and the Easterly extension thereof a distance of 340.78 feet to a point that is 15.00 feet*

*Northwesterly of the Northwesterly right of way line of the Burlington Northern*

*Railroad, as measured perpendicular thereto, said point being the Point of Beginning;*

*Thence North 16°06'56" East parallel with said railroad right of way line 624.80 feet;*

*Thence South 89°57'04" East 15.61 feet to said railroad right of way line;*

*Thence South 16°06'56" West along said railroad right of way line 884.97 feet;*

*Thence North 89°57'04" West 15.61 feet to a point that is 15.00 feet Northwesterly of said railroad right of way line, as measured perpendicular thereto;*

*Thence North 16°06'56" East parallel with said railroad right of way line 260.16 feet to the Point of Beginning;*

*Situate in Yakima County, Washington.*

A map depicting the area to be transferred is attached hereto as Exhibit "A" with the property above described labeled as Parcel 1.

**b. Affected Parcel No. 181301-32408.** Ronimo shall transfer to the City a portion of Parcel No. 181301-32408 as follows:

The West 30.00 feet of Lots 8 and 9, Block 3, DUNCAN ADDITION, according to the official plat thereof recorded in Volume 'M' of Plats, Page 46, records of Yakima County, Washington, as measured perpendicular to the West line of said lots; EXCEPT any portion lying Southerly of the following described line:

Beginning at the Southeast corner of Lot 4 of said Block 3;  
Thence East along the Easterly extension of the South line of said Lot 4 to the East line of  
said Lot 8 and terminus of said line;

Situate in Yakima County, Washington.

The area to be transferred is depicted as Parcel 5 on Exhibit "A".

## **5. City property to be transferred to Ronimo.**

**a. Right-of-Way east of 11<sup>th</sup> Avenue adjacent to Parcel Nos. 181301-23015, 181301-23009, 181301-32408, and 181301-32004, subject to utility and access easement.** The City shall vacate and transfer to Ronimo its right-of-way east of 11<sup>th</sup> Avenue and adjacent to Parcel Nos. 181301-23015, 181301-23009, 181301-32408, and 181301-32004, subject to a utility and access easement, which is described as follows:

That portion of Section 1, Township 13 North, Range 18 East, W.M., being a strip of land 40.00 feet in width and described as follows:

Commencing at the Northwest corner of Lot 9, Block 3, DUNCAN ADDITION, according to the official plat thereof recorded in Volume 'M' of Plats, Page 46, records of Yakima County, Washington;

Thence South 89°57'04" East along the South right of way line of 11th Avenue a distance of 30.00 feet to the Point of Beginning;

Thence continuing South 89°57'04" East along said right of way line and the Easterly extension thereof 256.38 feet to a point that is 15.00 feet Northwesterly of the Northwesterly right of way line of the Burlington Northern Railroad, as measured perpendicular thereto;

Thence North 16°06'56" East parallel with said railroad right of way line 41.63 feet to a point that is 40.00 feet North of the South line right of way of said 11th Avenue and the Easterly extension thereof, as measured perpendicular thereto;

Thence North 89°57'04" West parallel with said South right of line 267.90 feet to a point bearing North 0°02'56" East 40.00 feet from the Point of Beginning;

Thence South 0°02'56" West 40.00 feet to the Point of Beginning;

Situate in Yakima County, Washington.

The area to be vacated and transferred, subject to the easement above, is depicted as Parcel 7 on Exhibit "A".

**b. Affected Parcel Nos. 181301-23010, 181301-23015 and 181301-23009.** The City shall quit claim any and all interest it may have to any of Parcels 181301-23010, 181301-23015 and 181301-23009 to Ronimo.

**c. Right-of-Way running north/south between and adjacent to Parcel Nos. 181301-32408 and 181301-32004.** The City shall vacate and transfer to Ronimo its right-of-way running north/south between Parcel Nos. 181301-32408 and 181301-32004 as follows:

All that part of Wenas Avenue as shown on DUNCAN ADDITION, according to the official plat thereof recorded in Volume 'M' of Plats, Page 46, records of Yakima County, Washington, lying North of the following described line:

Beginning at the Southeast corner of Lot 4, Block 3 of said plat;  
Thence East along the Easterly extension of the South line of said Lot 4 to the East right of way line of said Wenas Avenue and terminus of said line;

AND TOGETHER with that Portion of 11th Avenue as shown on said DUNCAN ADDITION, lying Easterly of the following described line;

Commencing at the Northwest corner of Lot 9, Block 3, of said plat;  
Thence South 89°57'04" East along the South right of way line of said 11th Avenue a distance of 30.00 feet to the Point of Beginning of said line;  
Thence North 0°02'56" East 50.00 feet to the North right of way line of said 11th Avenue and terminus of said line;

Situate in Yakima County, Washington.

The area to be vacated and transferred is depicted as Parcel 6 on Exhibit "A".

#### **6. Lease Extension.**

The City currently leases the premises at 617 S 1st St, Selah, WA 98942 which is situated on Ronimo's property, Parcel No. 181301-239010, for use as a municipal Police Department facility. That lease is due to expire under its terms on December 31, 2019 ("Expiration Date"). The parties agree that, unless (a) the lease is terminated upon a minimum of twenty (20) days' written notice prior to the Expiration Date; or (b) a new lease is negotiated between the parties, the lease may continue under its existing terms on a month to month basis following the Expiration Date.. The intent of the parties is that if (1) neither party terminates the lease prior to the Expiration Period; and (2) a new lease is not negotiated prior to the Expiration Period, the City may hold over as a tenant on the property and the tenancy will become a month-to-month tenancy on the same terms and conditions under the lease. Except as otherwise provided by this paragraph, the terms of the lease remain in full force and effect and are not modified by this agreement.

**7. Integration.** This Agreement forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing agreed by the parties.

**8. Term.** This Agreement shall be effective when executed by the parties and shall remain in effect indefinitely or until terminated by mutual written agreement of the parties.

**9. Survey and Legal Description.** It was necessary to engage the services of a surveyor to survey and then create legal descriptions for the properties which are the subject of this Agreement. The City shall bear the costs associated with the survey and the preparation of legal descriptions for the properties; Ronimo, however shall contribute \$1500 towards those costs and shall make payment in this amount to the City.

**10. Severability.** If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed as enforceable as if the Agreement did not contain the provision or provisions held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provisions of the State of Washington, that provision which may be in conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**11. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County. In the event of litigation, the substantially prevailing party shall recover all attorney's fees and costs.

AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016

**CITY OF SELAH**

**RONIMO, LLC**

\_\_\_\_\_  
Mayor Sherry Raymond

\_\_\_\_\_  
Francis Harris, Member

ATTEST:

\_\_\_\_\_  
Brian Harris, Member

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

\\Diane-pc1\e\USB 3.0 PC Card Adapter\BRIAN HARRIS-20485\General-2005001\Ronimo, LLC\Harris property transfer agreement 6-13 draft.docx



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



**COUNCIL MEETING      INFORMATIONAL ITEM**

**11/8/2016      Q – 4A**

**Title:** Planning Commission Minutes – October 18, 2016

**Thru:** Donald Wayman, City Administrator

**From:** Jamie Pellicer-McCann, Administrative Assistant

**Action Requested:** Informational - No action

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

N/A

**Background / Findings & Facts:**

N/A

**Recommended Motion:**

N/A

City of Selah  
Planning Commission Minutes  
Of  
October 18, 2016

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

A. Call to Order

Chairman Smith called the meeting to order at 5:28 pm

B. Roll Call

Members Present:	Commissioners: Morehead, Miller, Smith, and Torkelson.
Members Absent:	Commissioner Pendleton.
Staff Present:	Harmit Bedi, City Planner, Jamie Pellicer-McCann, Secretary
Guest:	Caprise Groo, Administrative Assistant

C. Agenda Changes :

None

D. Communications

1. Oral- None. No Attendees.
2. Written- None.

Mr. Worby signed in to the meeting.

E. Approval of Minutes

1. Approval of the August 16 2016 minutes.

Commissioner Miller motioned to approve the minutes.

Commissioner Torkelson seconded the motion

Chairman Smith asked for a voice vote and the minutes were approved with a vote of 4-0

F. Public Hearings

1. Old Business – None
2. New Business –None

G. General Business

1. Old Business – None
2. New Business- Schedule to invite applications of Land Use Map/Comprehensive Plan Amendments.

Chairman Smith turned the floor over to Mr. Bedi.

Mr. Bedi discussed with the Commissioners the proposed schedule for Comprehensive Plan Amendments. (Attached)

All Commissioners discussed the deadline dates.

Mr. Bedi confirmed the deadline dates.

Commissioner Torkelson motioned to move the deadline date to January 31 and the completion date to April 30<sup>th</sup>.

Commissioner Miller Seconded the motion.

Chairman Smith asked for a voice vote and the dates were approved with a vote of 4-0. (New schedule Attached)

#### H. Reports/Announcements

1. Chairman-
2. Commissioners-
3. Staff- **Response to the Chairman's question**

Mr. Bedi read the response to Chairman Smith's question about CTR from the last Commission meeting. (Attached)

#### **SIED Funds Application Resolution-Sub Area Plan**

Mr. Bedi explained to the Commissioners what the application was and asked if they would like to see the presentation. (Information attached)

Commissioner Morehead asked it could be sent to the Commissioners via email.

Mr. Bedi explained the limits of the email.

All Commissioners agreed that they would like to see the presentation.

Mr. Bedi stated that he would do the presentation on November 1, 2016 for the Commission.

#### **Planning Department updates**

Mr. Bedi Introduced Jamie Pellicer-McCann.

Ms. Pellicer-McCann addressed the Commission.

Mr. Bedi went over the building permits issues for Mid-August and September. He stated the Commission would be receiving updates at every Commission meeting. (Information attached)

#### **New Department-Community Development and Planning**

Mr. Bedi informed the Commission of the formation of a new department. (Information Attached)

### **Annexation Initiative**

Mr. Bedi discussed with the Commission a request for annexation and went over the Annexation pamphlet. (Attached)

Mr. Bedi discussed the proposed budget for Community Development and planning with the Commission.

Chairman Smith asked if there was any more business.

#### I. Adjournment

Commissioner Torkelson motioned to adjourn the meeting, Commissioner Morehead seconded the motion. Chairman Smith adjourned the meeting at 5:53 pm with a voice vote of 4-0.



Chairman Smith

**City of Selah**  
**Community Development and Planning Department**

**TO: The Chairman and Planning Commission**  
**DATE: October 18, 2016**  
**FROM: Harmit Bedi, Director, Community Development and Planning**  
**RE: Land Use Map / Comprehensive Plan Amendment Schedule**

The City invites applications for the Land Use Map / Comprehensive Plan Amendments once a year from the citizens/property owners. As discussed at the last Planning Commission, following is the proposed schedule for rezoning applications for the year 2016-2017:

**Rezoning Application Schedule Table**

Announce invitation for the rezoning applications	Starting November 1, 2016 through Mid-January, 2017	<ul style="list-style-type: none"> <li>- City website</li> <li>- Public Meetings</li> <li>- Newspaper</li> <li>- City Notice Boards</li> <li>- Civic Group</li> <li>Announcements e.g. Kiwanis, SDA, Chamber of Commerce</li> </ul>
Application deadline	January 15, 2017	
Application Process Completion	Mid April 2017	

Thank you.

**City of Selah**  
**Community Development and Planning Department**

**TO:           The Chairman and Planning Commission**  
**DATE:       October 18, 2016**  
**FROM:       Harmit Bedi, Director, Community Development and Planning**  
**RE:         Response to the Chairman's question.**

**Please see attached.**

**Thank you.**

**From:** Brian Curtin  
**Sent:** Wednesday, August 17, 2016 8:18 AM  
**To:** Joseph Calhoun <[joseph.calhoun@yvcog.org](mailto:joseph.calhoun@yvcog.org)>  
**Subject:** RE: Selah and CTR

School districts and Ag employers are exempt.

Brian Curtin  
Program Coordinator  
Yakima Valley Conference of Governments  
311 N. 4<sup>th</sup> Street, Suite 204  
Yakima, WA 98901  
Phone:509-759-7992  
Fax:509-574-1551

**From:** Joseph Calhoun  
**Sent:** Wednesday, August 17, 2016 8:02 AM  
**To:** Brian Curtin <[brian.curtin@yvcog.org](mailto:brian.curtin@yvcog.org)>  
**Cc:** Shawn Conrad <[shawn.conrad@yvcog.org](mailto:shawn.conrad@yvcog.org)>  
**Subject:** Selah and CTR  
**Importance:** High

Brian,

In the Transportation Element for Selah there are 3 affected employers listed for CTR: City of Selah, Tree Top, and WA State DSHS. The commission questioned that there were so few employers. They cited other employers that likely have over 100 employees such as the Selah School District, Rainier Fruit, Zirkle Fruit, etc. Presumably the list of three employers is from the old comp plan – are there any other employers that need to be added?

**Joseph Calhoun**

**City of Selah**  
**Community Development and Planning Department**

**TO:** The Chairman and Planning Commission  
**DATE:** October 18, 2016  
**FROM:** Harmit Bedi, Director, Community Development and Planning  
**RE:** Sub Area Plan Initiative – SIED Funds Application

The Mayor and City Council has initiated preparation of the Sub Area Plan for the urban center of the City of Selah. In respect to that, the City is submitting SIED Fund Application with Yakima County. The total cost of the project is \$60,000. The grant request is for \$48,000 with \$12,000 city matching funds. Attached is the copy of the Resolution approved by the City Council.

This planning project consist of the development of a Sub Area Plan for the City Selah' central urban area as identified on the attached map. As Selah has grown over the years, we are seeing a downturn in the quality of the community within the central urban area. We want to stop this downturn, provide a plan to enhance the quality of life, and encourage economic development. The Sub Area Plan will, at a minimum, include the following components:

1. Analysis of existing conditions within the Sub Area:
  - Land use
  - Zoning
  - Transportation and circulation
  - Non-motorized / pedestrian circulation
  - Parking configuration
  - Transit
  
2. Examination of the built environment to assess and enhance the:
  - Streetscape
  - Architecture and landscape character
  - Signage
  - Infrastructure (water, sewer, storm water, and other underground utilities)
  - Workplaces
  - Natural and recreational amenities
  
3. Development of a policy document and implementation plan, built on stakeholder

**consensus, that would:**

- **Make great public spaces - aesthetically appealing / harmonious / attractive / inviting**
- **Create a memorable built environment**
- **Create walkable blocks**
- **Encourage people to live, work, shop, play, and entertain in the same area**
- **Get the mix of land uses right**
- **Get the retail and industrial opportunities right**

**Thank you.**

RESOLUTION NO. 2563

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND  
SUBMIT A YAKIMA COUNTY SIED FUND APPLICATION  
FOR THE FIRST STREET SUBAREA PLANNING STUDY**

**WHEREAS**, the City of Selah notices a need to improve and redevelop a selected area along and around North and South First Street; and

**WHEREAS**, the City of Selah has recognized the areas along and around North and South First Street need a plan to have a planned and managed development; and

**WHEREAS**, economic development is a priority for the City of Selah, and the City intends to approach economic development on an inclusive and comprehensive basis which involves public, private and community based efforts to achieve new investment and redevelopment in the City; and

**WHEREAS**, the City of Selah has no subarea plan in place to follow; and

**WHEREAS**, the City is supportive of preparing a plan to identify the aged facilities and plan to improve public facilities meeting the needs of present and new development; and

**WHEREAS**, the property owners of the selected area will undertake an extensive land use planning process and develop design guidelines in the near future; and

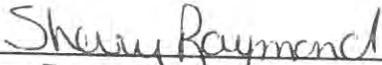
**WHEREAS**, the City is determined to prepare a plan to retain existing businesses, attract new businesses and opportunities, and create new jobs in the area; and

**WHEREAS**, funding (through a grant) may be available from Yakima County through the SIED Fund for planning activities related to the project's development; and

**WHEREAS**, the Mayor and City Council deems it to be the best interest of the City of Selah to authorize submittal of a grant application with Yakima County for funding of the said planning activities from the SIED Fund;

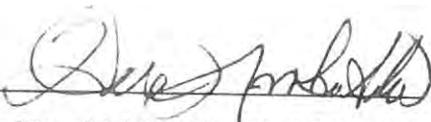
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON, HEREBY RESOLVES as follows:**

The Mayor is authorized to sign a SIED application with Yakima County to prepare Subarea Plan for First Street area, for \$60,000, of that 48,000 grant request and \$12,000 as City matching funds.

  
\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**City of Selah**  
**Community Development and Planning Department**

**TO:           The Chairman and Planning Commission**  
**DATE:        October 18, 2016**  
**FROM:        Harmit Bedi, Director, Community Development and Planning**  
**RE:           Planning Department Activities Update**

**Please find attached Building Permits issued for the week of:**

- **August 19, 2016**
- **August 26, 2016**
- **September 2, 2016**
- **September 9, 2016**
- **September 19, 2016**
- **September 23, 2016; and**
- **September 30.**

**Thank you.**

## Bedi, Harmit

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**From:** Graziano, Cindy  
**Sent:** Friday, September 30, 2016 3:54 PM  
**To:** Brons, Roy  
**Cc:** Jones, Ty; Henne, Joe; Bedi, Harmit  
**Subject:** Building Permits week of Sept. 26th - 30th

### Building Permits issued:

Sept. 26th - 30th

UGS-2016-016	Scott Faulkner	418 S. First Street	UG Sprinkler System
R-R/A-2016-010	Frank & Bernice Klashke	1404 Cedar Lane	Remodel/Addition
M-COM-2016-2016-011	Jeff Smith/Domino's	506 S. First Street, #A	Mechanical Commercial
F-F ONLY-2016-008	Columbia Ridge Homes	1408 W. First Ave.	Footing/Foundation ONLY
NC-2016-014	Hogback/O'Reilly's	415 N. Wenas Rd.	New Commercial/TI
PL-C-2016-008	Hogback/O'Reilly's	415 N. Wenas Rd.	Commercial Plumbing
M-COM-2016-2016-012	Hogback/O'Reilly's	415 N. Wenas Rd.	Commercial Mechanical
UGS-2016-017	Philip Young	4 N. 3rd Street	UG Sprinkler System

### Applications Received:

N/A

### Plans sent to CWA:

1408 W. First Ave. SFR-Columbia Ridge

### Plans received from CWA:

1404 Cedar Lane: Patio Cover

615 S. 3<sup>rd</sup> Street: 8 Townhouse/Graf Investments

415 N. Wenas Rd: O'Reilly's TI

*Cindy Graziano*

*Management Assistant/Permit Technician*

*Selah Public Works*

*222 S. Rushmore Rd.*

*(509) 698-7380*

*cindy.graziano@selahwa.gov*

## Bedi, Harmit

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**From:** Graziano, Cindy  
**Sent:** Friday, September 23, 2016 4:58 PM  
**To:** Brons, Roy  
**Cc:** Henne, Joe; Jones, Ty; Bedi, Harmit  
**Subject:** Building Permits week of Sept. 19th - 23rd

### Building Permits issued:

#### Sept 19th -23rd

R-R/A-2016-008	Dennis & Donna Marquis	1396 Jesica Drive	Remodel/Addition
RR-R-2016-018	Yvonne Oman	310 Fremont Ave.	Re-Roof Residential
R-R/A-2016-009	Craig & Sarah Myers	221 Heritage Hills Drive	Remodel/Addition
RR-R-2016-019	Leslie Lynch	704 W. Fremont Ave.	Re-Roof Residential
RR-R-2016-020	Rich & Mindy Sowder	1411 W. Cherry Ave.	Re-Roof Residential
W/S-HU-2016-005	Zigmunt Smigaj	1413 Pear Ave.	Sewer Hook-up

### Applications Received:

1408 W. First Ave. SFR-Columbia Ridge

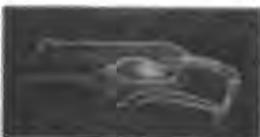
### Plans sent to CWA:

N/A

### Plans received from CWA:

1396 Jesica Drive: Add steps/landing to existing porch

*Cindy Graziano*  
*Management Assistant/Permit Technician*  
*Selah Public Works*  
*222 S. Rushmore Rd.*  
*(509) 698-7380*  
[\*cgraziano@ci.selah.wa.us\*](mailto:cgraziano@ci.selah.wa.us)



**Bedi, Harmit**

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**From:** Graziano, Cindy  
**Sent:** Monday, September 19, 2016 8:33 AM  
**To:** Brons, Roy  
**Cc:** Henne, Joe; Bedi, Harmit  
**Subject:** Building Permits week of Sept. 12th - 16th

**Building Permits issued:**

Sept. 12th - 16th

NBP-2016-031	Carl Torkelson	211 Whisper Way	New Building	9/15/
PL-P-2016-026	Carl Torkelson	211 Whisper Way	Plumbing	9/15/
M-RES-2016-027	Carl Torkelson	211 Whisper Way	Mechanical	9/15/
R-R/A-2016-008	Dennis & Donna Marquis	1396 Jesica Drive	Remodel/Addition	9/14/

**Applications Received:**

N/A

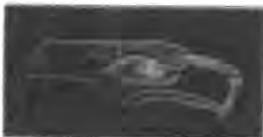
**Plans sent to CWA:**

N/A

**Plans received from CWA:**

N/A

*Cindy Graziano*  
*Management Assistant/Permit Technician*  
*Selah Public Works*  
*222 S. Rushmore Rd.*  
*(509) 698-7380*  
[\*cgraziano@ci.selah.wa.us\*](mailto:cgraziano@ci.selah.wa.us)



## Bedi, Harmit

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**From:** Graziano, Cindy  
**Sent:** Friday, September 9, 2016 4:43 PM  
**To:** Brons, Roy  
**Cc:** Henne, Joe; Jones, Ty; Bedi, Harmit  
**Subject:** Building Permits week of Sept. 5th - 9th...

### Building Permits issued:

Sept 5th -9th

NBP-2016-029	Michael & Jennifer Hollingberry	100 Crusher Canyon	New Building/Duplex
PL-P-2016-024	Michael & Jennifer Hollingberry	100 Crusher Canyon	Plumbing
M-RES-2016-025	Michael & Jennifer Hollingberry	100 Crusher Canyon	Mechanical
UGS-2016-015	Michael & Jennifer Hollingberry	100 Crusher Canyon	UG Sprinklers
NBP-2016-030	Michael & Jennifer Hollingberry	100 Crusher Canyon	New Building/Townhot
PL-P-2016-025	Michael & Jennifer Hollingberry	100 Crusher Canyon	Plumbing
M-RES-2016- 026	Michael & Jennifer Hollingberry	100 Crusher Canyon	Mechanical

### Applications Received:

111 S. Railroad Ave.-Sign (Tree Top)  
1396 Jessica Dr.-(Truss Repair) Residence

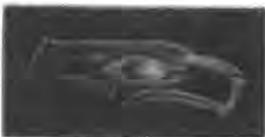
### Plans sent to CWA:

1404 Cedar Lane - Patio Cover  
Add stairs/landing to existing porch/patio

### Plans received from CWA:

612 S. 3<sup>rd</sup> Street (Aganda) New Construction Duplex

*Cindy Graziano*  
*Management Assistant/Permit Technician*  
*Selah Public Works*  
*222 S. Rushmore Rd.*  
*(509) 698-7380*  
[\*cgraziano@ci.selah.wa.us\*](mailto:cgraziano@ci.selah.wa.us)



## Bedi, Harmit

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**From:** Graziano, Cindy  
**Sent:** Friday, September 2, 2016 4:37 PM  
**To:** Brons, Roy  
**Cc:** Henne, Joe; Bedi, Harmit; Jones, Ty  
**Subject:** Building Permits week of August 29th - Sept. 2nd...

### Building Permits issued:

Aug 29th - Sept. 2nd

GR/EX-2016-003	NCW Development, LLC	unassigned/Valhalla PH 3	Excavating/Grading	
R-R/A-2016-007	David Van Alstine	404 S. 5th Street	Remodel/Addition	8
RR-R-2016-017	Phillip Tuttle	402 Valleyview Ave.	Re-roof	8
M-MES-2016-024	Stanley & Suzanne Havens	9 N. 10th Street	Mechanical	
RS-2016-001	Arlene Helms	108 W. Orchard Ave.	New Siding	9

### Applications Received:

415 N. Wenas Rd: Sign Permit for O'Reilly's  
221 Heritage Hills Drive: Add stairs/landing to existing porch/patio

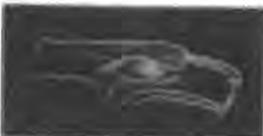
### Plans sent to CWA:

408 N. First Street (John Campbell Elementary) Fire Alarm System Addition portables

### Plans received from CWA:

N/A

*Cindy Graziano*  
*Management Assistant/Permit Technician*  
*Selah Public Works*  
*222 S. Rushmore Rd.*  
*(509) 698-7380*  
[\*cgraziano@ci.selah.wa.us\*](mailto:cgraziano@ci.selah.wa.us)



**Bedi, Harmit**

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**From:** Graziano, Cindy  
**Sent:** Friday, August 26, 2016 4:59 PM  
**To:** Brons, Roy  
**Cc:** Henne, Joe; Bedi, Harmit  
**Subject:** Building Permits week of August 22nd - 29th

**Building Permits issued:**

NC-2016-010	Yakima Valley School	600 Speyers Rd.	Commercial	8/23/2016
PL-C-2016-006	Yakima Valley School	600 Speyers Rd.	Commercial/Plumbing	8/23/2016
NBP-2016-028	Columbia Ridge Homes	1504 W. First Ave.	New Building	8/22/2016
PL-P-2016-023	Columbia Ridge Homes	1504 W. First Ave.	Plumbing	8/22/2016
M-RES-2016023	Columbia Ridge Homes	1504 W. First Ave.	Mechanical	8/22/2016
UGS-2016-013	Columbia Ridge Homes	1504 W. First Ave.	UG Sprinklers	8/22/2016
N P/D-2016-001	John & Karen Piper	1412 Jesica Dr.	New Patio/Deck	8/26/2016
RR-NR-2016-003	Park Village Apartments	554 S. 5th Street	Re-Roof Non-Residential	8/23/2016

**Applications Received:**

N/A

**Plans sent to CWA:**

415 N. Wenas Rd. O'Reilly TI  
612 S. 3<sup>rd</sup> St: Duplex

**Plans received from CWA:**

404 S. 5<sup>th</sup> Street: Addition to existing structure  
100 Crusher Canyon: Duplex/Townhouse

*Cindy Graziano*

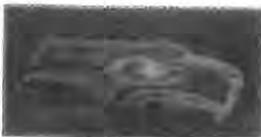
*Management Assistant/Permit Technician*

*Selah Public Works*

*222 S. Rushmore Rd.*

*(509) 698-7380*

*[cgraziano@ci.selah.wa.us](mailto:cgraziano@ci.selah.wa.us)*



## Bedi, Harmit

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**From:** Graziano, Cindy  
**Sent:** Friday, August 19, 2016 4:36 PM  
**To:** Brons, Roy  
**Cc:** Henne, Joe; Bedi, Harmit  
**Subject:** Building Permits week of August 15th - 19th

### Building Permits issued:

M-COM-2016-010	James Garner/Rich Goodall	110 E. 3rd Ave.	Mech
RR-NR-2016-002	Tree Top Inc.	205 S. Railroad Ave.	Re-Ro
F/F-2016-07	Don & Heather Wayman	1320 W. Goodlander Rd.	Footi
NC-2016-013	R. Shemanski/Scott Faulkner	418 S. First Street	New
PL-C-2016-004	R. Shemanski/Scott Faulkner	418 S. First Street	Comr
PL-C-2016-005	Selah Gym Kids/Marudo Assoc.	709 North Park	Comr
PL-P-2016-022	James & Amy Stickel	1507 Cedar Lane	Plumb
M-RES-2016-022	James & Amy Stickel	1507 Cedar Lane	Mech

### Applications Received:

415 N. Wenas Rd. (O'Reilly Auto Parts) TI

### Plans sent to CWA:

404 S. Fifth Street (addition to existing structure)

### Plans received from CWA:

1504 W. First Ave. (Columbia Ridge Homes) New SFR

418 S. First Street (Manhattan Espresso) Drive thru Espresso Shop

*Cindy Graziano*

*Management Assistant/Permit Technician*

*Selah Public Works*

*222 S. Rushmore Rd.*

*(509) 698-7380*

*[cgraziano@ci.selah.wa.us](mailto:cgraziano@ci.selah.wa.us)*

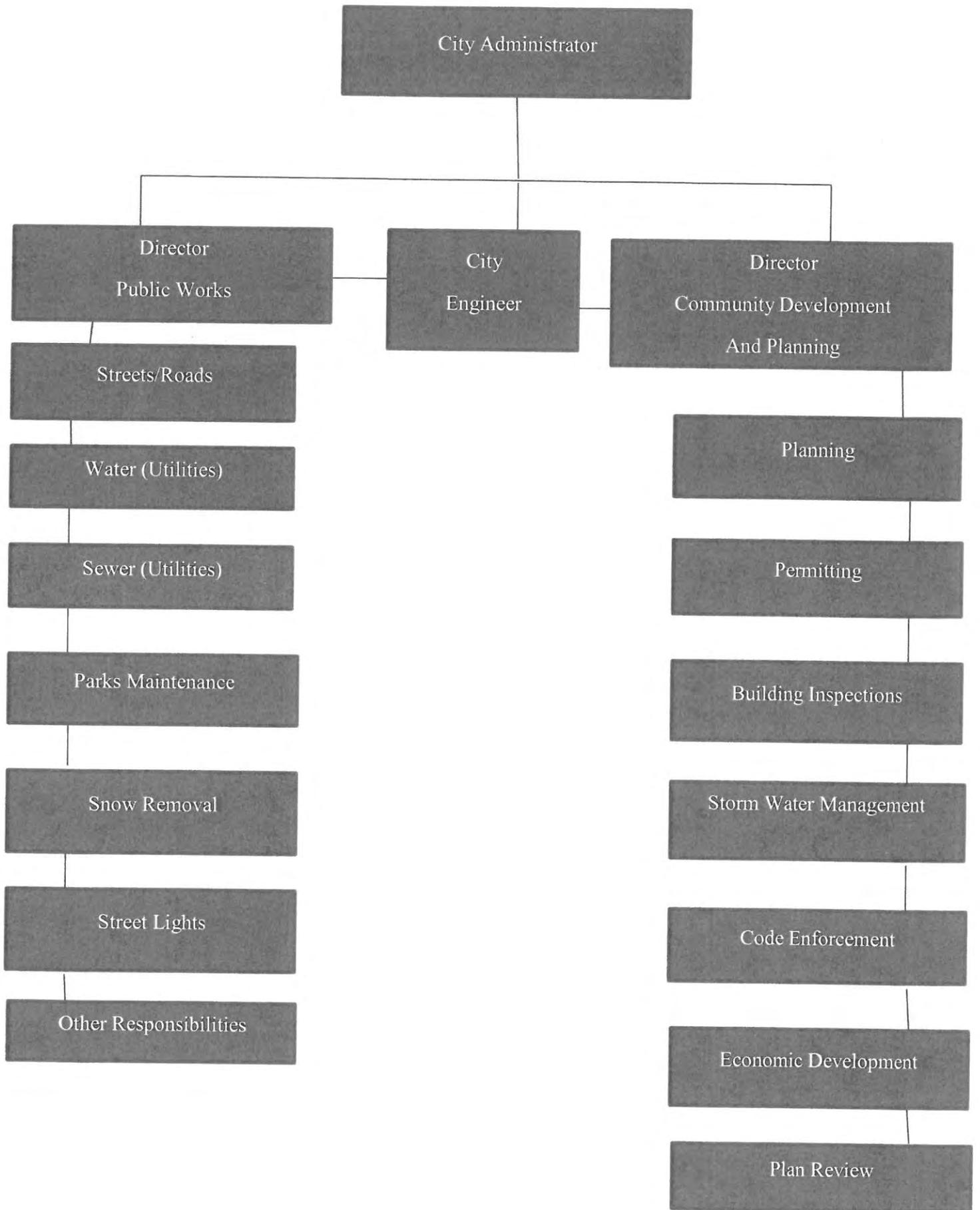


**City of Selah**  
**Community Development and Planning Department**

**TO:           The Chairman and Planning Commission**  
**DATE:        October 18, 2016**  
**FROM:        Harmit Bedi, Director, Community Development and Planning**  
**RE:           New Department – Community Development and Planning**

**On October 3, 2016, the City Administration with the support of the City Council has created a new department of Community Development and Planning. The new Department has added duties and responsibilities. Please see attached the Flow Chart of the new Department.**

**Thank you.**





# CITY OF SELAH

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115 West Naches Avenue  
Selah, Washington 98942

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

June 20, 2016

Harmit Bedi, City Planner  
City of Selah

Dear Harmit,

In accordance with the Selah Municipal Code, you are hereby appointed as the Building Official for the City of Selah, duly authorized and designated as the official responsible for the enforcement and administration of this title.

Sincerely,

Sherry Raymond  
Mayor

Copy to: Andrew Potter, HR Manager



**City of Selah**  
**Community Development and Planning Department**

**TO:           The Chairman and Planning Commission**  
**DATE:        October 18, 2016**  
**FROM:        Harmit Bedi, Director, Community Development and Planning**  
**RE:           Annexation Initiative**

**Upon the request of some of the property owners the City has initiated a meeting to answer their question.**

**Attached is the copy of the Invitation Letter and a map sent to the respective property owners.**

**Thank you.**



# CITY OF SELAH

**Planning Department**

222 South Rushmore Road

Selah, Washington 98942

Phone 509 698-7365

Fax 509 698-7372

October 4, 2016

Greetings!

The City of Selah has been approached by some of the property owners with interests to **annex** their properties to the City. To discuss this proposal further, the City has organized a meeting and you are invited. The purpose of the meeting is to share the benefits of being part of the City. Key city staff will be available to answer your questions.

**WHEN: Thursday, October 13, 2016**

**TIME: 6:15 PM to 7:00 PM**

**WHERE: Selah Civic Center**

**216 S. 1<sup>st</sup> Street, Selah, WA 98942**

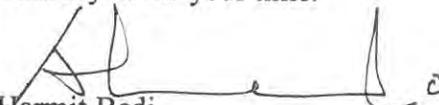
(Ample parking around the Civic Center).

In the event you are unable to attend the meeting, please send a family representative.

Looking forward to meeting you on October 13<sup>th</sup> at 6:15 PM.

If you have any questions please call me at 509-698-7365 or email [harmit.bedi@selahwa.gov](mailto:harmit.bedi@selahwa.gov)

Thank you for your time.

  
Harmit Bedi

Director

Community Development and Planning Department



### Tax Benefits of City Residency

Taxes Based on a \$200,000 Assessed Home Value	
Yakima County	City of Selah
\$ 2,501 Annually	\$ 2,483 Annually

### What Does "Annexation" Mean?

Annexation is the process by which a municipality assumes responsibility for non-municipal lands located in adjacent jurisdictions.

Simply, annexation means that you as a homeowner in the proposed areas of annexation will become the city's newest residents! Your new residency status holds many benefits, outlined in this brochure.

### CITY OF SELAH

**Sherry Raymond**, Mayor

**Don Wayman**, City Administrator

#### City Council

Roger Bell  
Russell Carlson  
Paul Overby  
Laura Ritchie  
Roy Sample  
John Tierney  
Diana Underwood



115 W. Naches Ave., Selah, WA 98942  
Phone: (509) 698-7328

### SELAH DOWNTOWN ASSOCIATION

**Whitney Stohr**  
Executive Director



Phone: (509) 697-5100  
selahdowntownassociation@gmail.com

### CHAMBER OF COMMERCE

**Glenda Frazier**  
Office Manager



Phone: (509) 698-7303  
selahchamber@fairpoint.net

#### For Inquiries Contact:

**Harmit Bedi**  
City Planner

Department of Planning  
222 S. Rushmore Rd.,  
Selah, WA 98942  
hbedi@selahwa.gov  
(509) 698-7365

**We are Selah,  
Washington:  
The Benefits of  
Annexation**



**Established 1919**

## Additional Benefits of City Residency

### At City Hall

- Vote for elected City Representatives in addition to County Commissioners
- Selah's Mayor and Council members are easily accessible
- City Administrator is available and accessible to the general public
- Friendly, courteous and pleasant city staff working for you
- Quick turn-over time and transparency in responding to citizen queries
- Increased opportunities for civic participation such as serving on City boards and commissions

### At the City Planning Department

- Custodian of: Selah Comprehensive Plan, Selah Zoning ordinance, & various Selah Codes
- Short-term planning
- Long-term planning
- Permitting
- Plan reviews

### At the Public Works Department

- City of Selah water and sewer reduced rates for city residents
- Parks, road and street maintenance
- Snow removal services
- Eventual transition to the City's garbage disposal services (within 7 years of annexation)
- Private, contracted garbage disposal services
- Residential curbside recycling is free and picked up once a month

### At the Parks & Recreation Department

- City residents receive discount on Parks & Recreation programs
- 10 city-owned parks providing 45 acres available for public recreation, including:
  - > Playgrounds, sports fields & tennis courts
  - > Public swimming pool
  - > Skate park & walking trails
  - > Gazebos, pavilions, picnic areas
- Indoor event areas, including:
  - > Civic Center event space with banquet hall and meeting rooms
  - > Teen center, senior activities, nutrition programs

### At the Selah Police Department

Mission: To coordinate and form partnerships within the community to preserve the public peace, protect the rights of persons and property, prevent crime, and provide assistance to all citizens.

- Among the safest cities in the state
- Pro-active department
- Friendly & personable officers, true to their "Community Policing" approach
- 100% report-writing department
- National Night Out event & Citizen's Academy
- Dedicated animal control & code enforcement officers and a community specialist



### At the Selah Fire Department

In association with Yakima County Fire District No. 2, the Selah Fire Department covers a 65 square mile area and serves a population of approximately 20,000. There are four fire stations: one in the City of Selah and three in Yakima County District No. 2. The ISO rating in the fire district ranges from an 8 to a 10. Within the city limits where fire hydrants are available, the ISO rating is a 5, which may result in lower insurance rates.



### At the Municipal Court

Mission: To provide equal access to the court and a just and efficient application of the laws of the State of Washington.

- Court Administrator handles all court cases within the jurisdiction
- Direct contact with the local court that handles all levels of proceedings including both defense and prosecution
- Established working relationships with:
  - Law enforcement
  - Prosecuting and defense attorneys
  - Jail facilities
  - Probation department

### At Selah Schools

Selah High School  
 Selah Middle School  
 Selah Intermediate School  
 John Campbell Primary School  
 Robert Lince Early Learning Center  
 Selah Academy



### Other City Services & Amenities

- Downtown retail shops, cafes and restaurants
- Local grocery stores
- Seasonal farmers' market
- 4,000 sq. ft. public library
- Private country club and golf course

