

# SELAH CITY COUNCIL

6:30pm October 27, 2015

4:30pm Study Session - Planning Commission,  
Chapter 10.24 Discussion



Selah City Council  
Regular Meeting  
Tuesday, October 27, 2015  
6:30pm  
City Council Chambers

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

CITY OF SELAH  
115 West Naches Avenue  
Selah, Washington 98942

City Administrator: Don Wayman  
City Attorney: Bob Noe  
Clerk/Treasurer: Dale Novobielski

## AGENDA

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

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

### 2. Written

Andrew Potter a. Selah Downtown Association Monthly Financial Report

H. Proclamations/Announcements **None**

### I. Consent Agenda

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

- Monica Lake \* 1. Approval of Minutes: October 13, 2015 Study Session & Council Meeting
- Dale N. \* 2. Approval of Claims & Payroll

### J. Public Hearings

Kent Catlin 1. Natural Hazard Mitigation Plan Update 2015

### K. New Business

Don Wayman 1. Volunteer Park options

L. Old Business **None**

### M. Resolutions

Gary Hanna 1. Resolution authorizing the Mayor to sign an Intergovernmental Cooperation Agreement with Franklin County Fire District #3, a municipal corporation

- Charlie Brown 2. Resolution Authorizing the Mayor to Sign an Agreement with the Recreation and Conservation Office to Receive Grant Funding for the Development of Volunteer Park
- Dale N. 3. Resolution Authorizing the Mayor to Sign an Amendment to the City Administrator’s Employment Agreement

**N. Ordinances**

- Charlie Brown 1. Ordinance Amending the 2015 Budget for the Expenditure of Hotel/Motel Sales Tax Revenue
- Tom Durant 2. Ordinance Adopting the 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2015-2 (City of Selah) as Recommended by the City of Selah Planning Commission
- Tom Durant 3. Ordinance Amending Ordinance No. 1634 Zoning Map Amendment No. 914.61.15-02 Rezone to Two Family Residential (R-2)

**P. Reports/Announcements**

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

Caprise Groo a. Planning Commission Minutes – October 6, 2015

**Q. Executive Session**

- 1. 15 Minute Session – Potential Litigation RCW 42.30.110 (1) (i)

**R. Adjournment**

Next Study Session November 10, 2015  
 Next Regular Meeting November 10, 2015

<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**

**10/27/2015      G-2A**

**Title:** Selah Downtown Association Monthly Report

**Thru:** Donald Wayman, City Administrator

**From:** Andrew Potter, Assistant to the City Administrator

**Action Requested:** Informational - No action

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Informational Only

**Background / Findings & Facts:**

Attached is the Treasurer's report for October 2015

**Recommended Motion:**

N/A

Selah Downtown Association  
Treasurer Report  
10/12/15

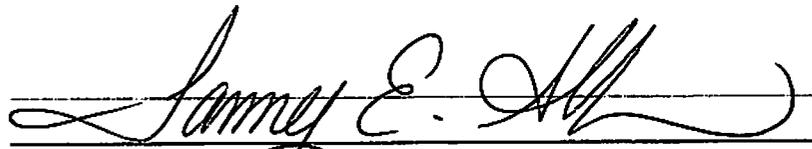
INCOME

Beg. Balance	\$16474.55
Voided (check 1037) & transaction 5/18 boost	\$105.00
<b>Total Income</b>	<b><u>\$16579.55</u></b>

EXPENSES

Endorsement for GL Insurance	\$102.10
UBI renewal fee	\$10.00
Rental CB's for Fall Event	\$120.00
<b>Total Expenses</b>	<b><u>\$232.10</u></b>

**CURRENT BALANCE ON HAND** **\$16347.45**

  
\_\_\_\_\_  
Tammy E. Allan, Treasurer SDA

10/12/15  
\_\_\_\_\_  
Date



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



**COUNCIL MEETING      ACTION ITEM**

**10/27/2015              I – 1**

**Title:** Approval of Minutes: October 13, 2015 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 13, 2015  
3:00pm**

Mayor Gawlik opened the Study Session.

The Council and Planning Commission members continued their review of the 10.24 rewrite, discussing various items such as making sure that it applies to only new construction, keeping the underlying density the same if the property is rezoned as Planned Development, the possibility of putting in a minimum for acreage or number of houses for a Planned Development, mixed density, and using Victory lots as Planned Developments.

Both the Council and The Planning Commission agreed to meet again for a thirds Study Session, to start at 4:30pm on October 27, 2015.

The Study Session ended at 4:00pm.

City of Selah  
Council Minutes  
October 13, 2015

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

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

B. Roll Call

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

Members Excused: Allen Schmid; Paul Overby

Staff Present: Don Wayman, City Administrator; Bob Noe, City Attorney; Gary Hanna, Fire Chief; Jim Lange, Deputy Fire Chief; Eric Steen, Deputy Police Chief; Joe Henne, Public Works Director; Dale Novobielski, Clerk/Treasurer; Charles Brown, Recreation Manager; Tom Durant, Community Planner; Andrew Potter, Assistant to the City Administrator; Monica Lake, Executive Assistant

C. Pledge of Allegiance

Mayor Gawlik led the Pledge of Allegiance. Pastor Jason Williams gave the prayer.

D. Agenda Changes **None**

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

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

G. Communications

1. Oral

**Council Member Tierney stepped out of the meeting.**

Mayor Gawlik opened the meeting.

Dr. Richard Weller, 50 Herlou Place, approached the podium and addressed the Council. He said that he has attended several Planning Commission meetings, where they've had open dialogue on 10.24, but in

looking at the current version he doesn't see much of the oral and written public concerns reflected in the document. He presented Council with copies of what he had previously submitted to the Planning Commission regarding the matter.

**Council Member Tierney rejoined the meeting.**

Dr. Weller remarked that his concern has nothing to do with being opposed to development in Selah, and applauded the clarity and conciseness in new document, although he felt there were still vast ambiguities and holes. He provided some examples regarding compatibility, compliance, and higher standards, recommending that some of these very vague terms either be removed or clarified where anyone could pick up document and understand what is expected, what's required and what the outcome will be for the developer or someone living next to the development.

Council Member Ritchie requested that Council be provided with the other written comments submitted to the Planning Commission.

City Administrator Wayman responded that staff will submit whatever they have.

Community Planner Durant noted that he had intended to present those when they were at the planning stage.

Council Member Ritchie expressed her desire to have the information provided as soon as possible, prior to the next Study Session.

John Teske, 182 Lancaster Road, approached the podium and addressed the Council. He said that he attended a couple of the Planning Commission meetings, and that very little of what he put forward made it into the rewrite of 10.24. He felt there is a lot of ambiguity in the document, and expressed his concern with the lack of anything that addresses what is going on in the area surrounding a development, or protects the neighbors around a development.

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

2. Written

- a. September 2015 Monthly Report for Building Permits and Inspections, Animal Control and Code Enforcement

H. Proclamations/Announcements **None**

I. Consent Agenda

Executive Assistant Lake read the Consent Agenda.

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

- \* 1. Approval of Minutes: September 22, 2015 Study Session & Council Meeting

\* 2. Approval of Claims & Payroll:

Payroll Checks Nos. 78994 – 79018 for a total of \$243,181.79  
Claim Checks Nos. 66503 – 66593 for a total of \$266,334.24

\* 3. Resolution M – 3: Resolution Establishing October 27th, 2015 as the Public Hearing Date to Consider the Adoption of the 2015 Yakima County Multi-Jurisdictional Hazard Mitigation Plan as the Official Hazard Mitigation Plan for Selah, Washington

**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.**

J. Public Hearings **None**

K. New Business **None**

L. Old Business **None**

M. Resolutions

1. Resolution Adopting Public Participation Plan (PPP) for the City of Selah's Comprehensive Plan Update

Community Planner Durant addressed M – 1. He said that the Growth Management Act (GMA) requires the City to have guidelines for public participation when updating the Comprehensive Plan and that YVCOG provided a PPP to the City to adopt as part of the update process. He noted that the only thing he changed was the forms of notice; he removed circulation through utility billing and added posting on the City's website, in public buildings and on the reader boards at the Civic Center and Carlon Park. He recommended that Council adopt the PPP, adding that the Planning Commission will start haring some of the Comprehensive Plan drafts and they will need to provide notice to the public.

Mayor Gawlik inquired as to when they would be receiving something from YVCOG.

Community Planner Durant replied that he has received the introductory chapter from them, and he hopes to present it to the Planning Commission in November. He noted that he anticipates receiving the second chapter in November.

Council Member Sample wondered if there was anything on the Comprehensive Plan update that might change land uses, or if he was aware of any that might be wise to look into.

Community Planner Durant inquired if he meant something like adopting an enterprise zone or a mixed use designation. He said that it is up to the City as to what they want to direct YVCOG to do, and that he has already discussed issues regarding capital facilities with the Mayor and City Administrator. He commented that, without any further direction to YVCOG, they will receive an update similar to what is currently in place.

Council Member Sample asked if they ought to revisit some of the land uses within the urban growth area, as he feels capital facilities are very important.

Council Member Smeback suggested that they review the urban growth boundary.

Community Planner Durant responded that the County has preliminarily determined that the City has more land than they need in the urban growth boundaries.

Council Member Smeback wondered if the County would need to be petitioned if the City desired to increase the urban growth boundaries.

Community Planner Durant replied in the affirmative, saying that Selah is in the schedule for next year to discuss the matter, and that they would need to have the County involved if they wish to add more commercial areas. He went on to say that the main thing they look at is residential, and where the capital facilities come in, as the City would need to have a strategy in place for providing services, within the next twenty-five years, to those within the urban growth.

Council Member Williams inquired about using the back side of the utility cards for notifications.

City Administrator Wayman responded that there are only two limited field on the front of the card for messages, and it's not an effective tool for communicating quantities of information.

Council Member Williams asked why the reverse side couldn't be used.

City Administrator Wayman remarked that the only spot he's aware that can be utilized is on the front.

Council Member Williams suggested putting the mailing address on the reverse to allow for additional information in the front side. She noted that there are Council and Planning Commission meeting dates on the front now.

**Council Member Smeback moved, and Council Member Tierney seconded, to approve the Resolution Adopting Public Participation Plan (PPP) for the City of Selah's Comprehensive Plan Update. Roll was called: Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – yes; Council Member Ritchie – yes. By voice vote, approval was unanimous.**

2. Resolution Authorizing the Mayor to accept the Wernex Loop Transportation Alternatives Program (TAP) Sidewalk Project as complete and release of contract bond

Public Works Director Henne addressed M – 2. He said that this is the final closing document for the Wernex sidewalk project, which came in at budget. He noted that some items have to be completed before they release the retainage, and when the list has been completed they will release the bond.

Council Member Smeback wondered about retainage behind the sidewalks on Wernex Loop and Speyers, as he has noticed mud and gravel washed onto them after it rains.

Public Works Director Henne explained that the retainage is dependent on how much cut there is and the amount of right of way the City has, adding that they sometimes get a slope easement to slope private property but it's at the owner's discretion how far back the City can cut to slope. He noted that they have to clean sidewalks after it rains, and that they try to gravel slopes and reseed them where feasible.

Council Member Smeback suggested acquiring additional right of way before putting in a project.

Public Works Director Henne replied that funds were available for Speyers in the project was ready to go, and Wernex Loop was the same type of deal.

Mayor Gawlik remarked that they had to deal with what they had in the existing right of way when meeting the standards for sidewalk width, curbs, and gutters.

Public Works Director Henne commented that he would not cut corners and put in sub-standard sidewalks.

Council Member Williams wondered if they could get permission from adjacent landowners to put in a block wall.

Public Works Director Henne responded that they couldn't do that with Federal funding.

Council Member Williams thought that maybe they could do it with City funding.

Public Works Director Henne replied in the negative, saying that any project using Federal funds has to follow their guidelines, which doesn't allow the City opportunity to buy rights of way with City funds and try to blend it in.

Council Member Williams asked whether the bigger basalt gravel works to hold sand and dirt back.

Public Works Director Henne responded that it helps to break the rain up, and that heavier rainfall with even come through the blocks. He noted that they don't put fabric behind a true retaining wall, only those that are simply vertical walls.

Council Member Tierney inquired about the letters that Huibregtse, Louman Associates, Inc. (HLA) reference in their letter, as all he found attached were examples from other cities.

Public Works Director Henne replied that those documents would be filled out and sent in.

Council Member Tierney remarked that the letters indicates the City has copies already.

Public Works Director Henne responded that it refers to a notice of completion.

Council Member Williams wondered if it came in under bid.

Public Works Director Henne replied in the affirmative.

Mayor Gawlik asked if they have to give the unused funds back.

Public Works Director Henne responded in the affirmative.

**Council Member Smeback moved, and Council Member Tierney seconded, to approve the Resolution Authorizing the Mayor to accept the Wernex Loop Transportation Alternatives Program (TAP) Sidewalk Project as complete and release of contract bond. Roll was called: Council Member Tierney – yes; Council Member Smeback – yes; Council Member Sample – yes; Council Member Williams – yes; Council Member Ritchie – yes. By voice vote, approval was unanimous.**

- \* 3. Resolution Establishing October 27th, 2015 as the Public Hearing Date to Consider the Adoption of the 2015 Yakima County Multi-Jurisdictional Hazard Mitigation Plan as the Official Hazard Mitigation Plan for Selah, Washington

N. Ordinances None

O. Reports/Announcements

- 1. Mayor

Mayor Gawlik had no report.

- 2. Council Members

Council Member Ritchie had no report.

Council Member Sample said that the letter from Kathy Fontaine, in the packet, had two paragraphs that talked about the City not listening to the public, and three paragraphs of constructive comments and ideas. He expressed hope that the letters keep coming.

Council Member Tierney said that he has several people approach him regarding the Selah Downtown Association parade and the congestion it created during rush hour. He remarked that they felt it was nice to have a parade to help Selah celebrate but suggested either a different hour or a different day of the week, as it created a problem with people trying to get across town.

Council Member Smeback commented that the other home by the Civic Center was demolished, and that the parking lot expansion has been a long time coming.

Council Member Williams had no report.

- 3. Department

Public Works Director Henne had no report.

Community Planner Durant said that most of his report had been covered during his previous presentation. He requested that Council consider that direction they would like to give to YVCOG regarding the Comprehensive Plan update.

City Administrator Wayman remarked that Community Planner Durant is taking over the Volunteer Park project, which they will need to do a SEPA for, and that he will present two options for the park during the next Council meeting.

Clerk/Treasurer Novobielski said that the City's recycling contract with Basin Disposal provides that they will do recycling pick-up once a month for residential, and provide cardboard containers for commercial. He noted that there is no fee identified as a recycle cost. He stated that next Tuesday they will begin the 2016 budget process, and that, as part of the development activities for next year, can as Basin Disposal about the possibility of increased recycling charges.

Public Works Director Henne asked Council Member Ritchie if she knows whether there is enough demand for twice a month service.

Council Member Ritchie responded that she doesn't know if there is enough demand.

Clerk/Treasurer Novobielski remarked that the ladies up front could ask customers who come in to pay their bill, and that Basin Disposal could be asked about twice a month service.

Council Member Ritchie suggested sending out a survey to gauge consumer interest.

Recreation Manager Brown said that the Selah Park & Recreation Service Area Board will hold a public information meeting regarding the pool bond at the Civic center tomorrow, from 6 to 7pm.

Fire Chief Hanna said that last week was fire prevention week, and they had some kindergartens through the station. He noted that hydrant service is completed, and that they are finishing up their evaluations of SCBA equipment and will go out to bid in next week or so.

Deputy Police Chief Steen had no report.

Assistant to the City Administrator Potter gave an update on the potential employment of a full-time City planner, noting that the position is contingent on approval of the 2016 budget. He remarked that the Homecoming parade was latest activity venture by the Selah Downtown Association (SDA), and that they held a meeting last night to inform local business about donating their B&O tax to the SDA. He commented that they are putting together the branding information and will bring to a Study Session, and that the group is putting together their financials for the next year.

City Administrator Wayman said that they are working on encroachment issues with Volunteer Park neighbors. He went on to say that the Civic Center facility is being reviewed for maintenance issues, and that Bree Tait will be the principal manager of the facility for the future. He added that he and Public Works Director Henne are working on plans for a new Civic Center and a combined Police Station/City Hall, which will be presented to Council at a future date

City Attorney Noe had no report.

4. Boards

a. Planning Commission Minutes – September 16, 2015 Meeting

**Council took a five minute recess.**

P. Executive Session

1. 30 Minute Session – Real Estate RCW 42.30.110 (1) (6)

Council went into Executive Session at 5:05pm. At 5:35pm, Council went back on the record. Mayor Gawlik stated that no action was taken during the Executive Session.

Q. Adjournment

**Council Member Smeback moved, and Council Member Sample seconded, that the meeting be adjourned. Motion passed with four yes votes and one no vote.**

The meeting adjourned at 5:36 pm.

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

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

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

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

\_\_\_\_\_  
**EXCUSED**  
Allen Schmid, Council Member

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

\_\_\_\_\_  
Jane Williams, Council Member

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

ATTEST:

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



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



**COUNCIL MEETING      ACTION ITEM**

**10/13/2015**

**1 – 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**

**10/27/2015      J-1**

**Title:** Public Hearing - Natural Hazard Mitigation Plan Update

**Thru:** Donald Wayman, City Administrator

**From:** Kent Catlin, Yakima Valley Office of Emergency Management

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

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Conduct public hearing on the Natural Hazard Mitigation Plan update

**Background / Findings & Facts:**

As part of the jurisdictional Natural Hazard Mitigation Plan Update 2015, the City is required to conduct a public hearing on the matter. The Yakima Valley Office of Emergency Management is updating the Plan for all jurisdictions it oversees, and this is one step of the process.

**Recommended Motion:**

N/A



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



**COUNCIL MEETING      ACTION ITEM**

**10/27/2015      K – 1**

**Title:** Volunteer Park options

**Thru:** Donald Wayman, City Administrator

**From:** Donald Wayman, City Administrator

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** \$359,000

**Funding Source:** Fund 001

**Staff Recommendation:**

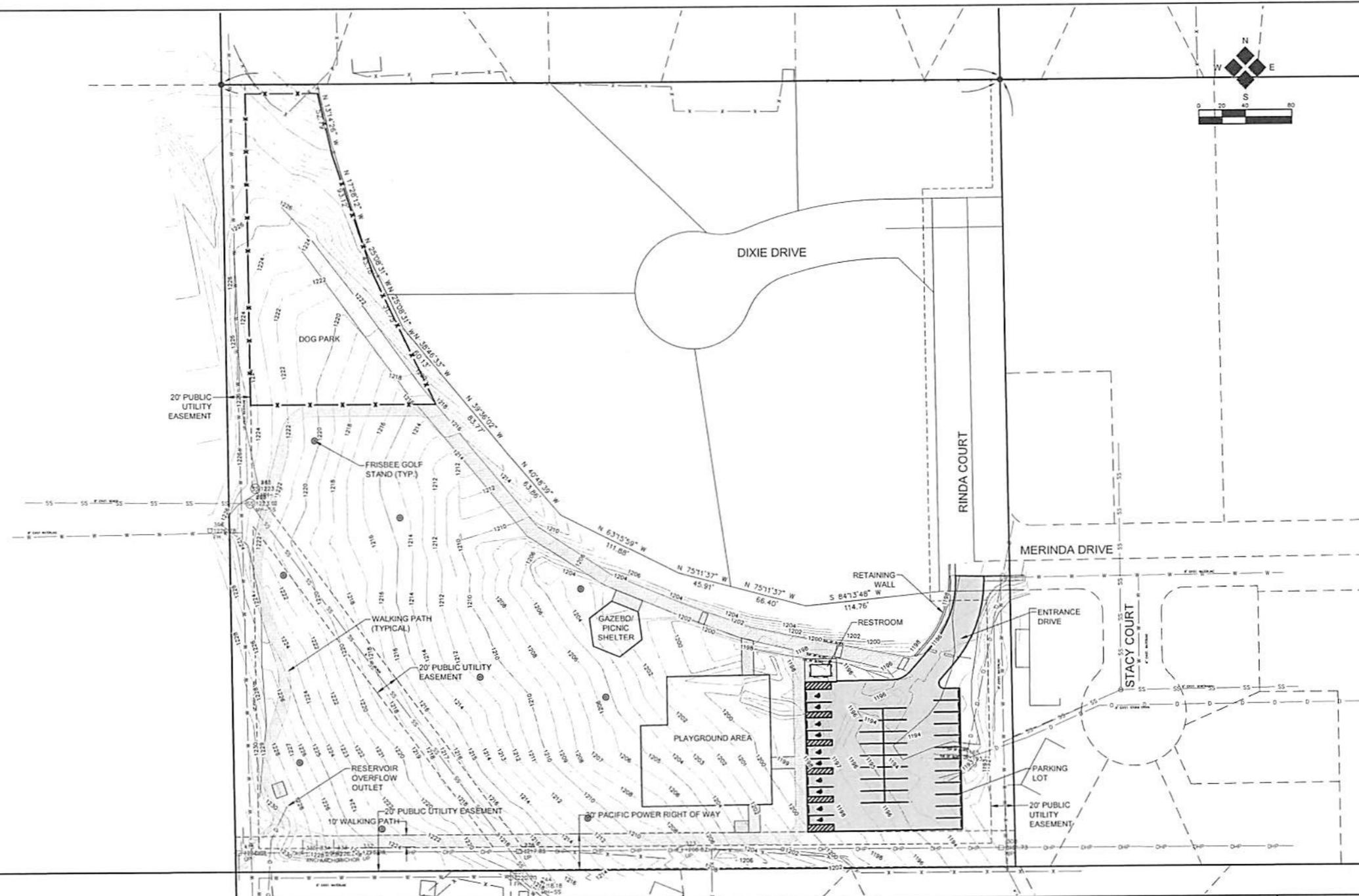
Consensus on one of the two options presented

**Background / Findings & Facts:**

HLA has provided the City two different options for Volunteer Park, one option has no dog park, while the second option shows a dog park located at the north end of the park.

**Recommended Motion:**

Consensus on which option Council prefers for Volunteer Park



**HLA**  
 Huibregtse, Louman Associates, Inc.  
 Civil Engineering • Land Surveying • Planning

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

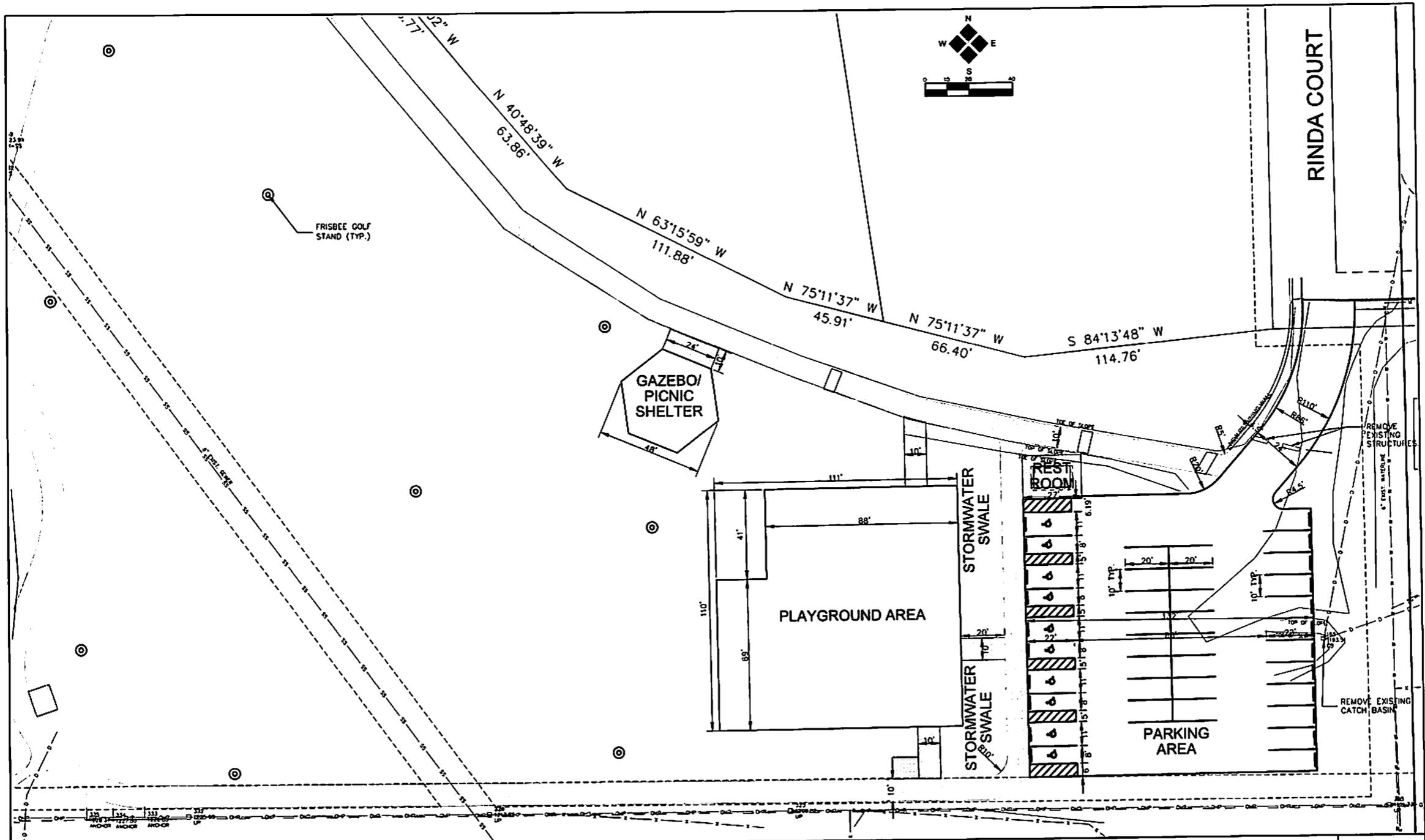
**PRELIMINARY  
 SUBJECT TO REVISION**

JOB NUMBER: 15084	DATE: 10-29-15
FILE NAMES: DRAWING: 15084.dwg	
PLAN:	
DESIGNED BY: ENTERED BY:	TWP JRS
REVISION	DATE

**CITY OF SELAH  
 VOLUNTEER PARK  
 SITE IMPROVEMENTS**

OVERALL LAYOUT PLAN-EXPANDED PARKING

SHEET  
**3 of 4**



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

**PRELIMINARY  
 SUBJECT TO REVISION**

REVISION	DATE

JOB NUMBER 15084	DATE 10-20-15
FILE NAMES: DRAWING: 15084.dwg	
PLAN:	
DESIGNED BY:	TWP
ENTERED BY:	JRS

**CITY OF SELAH  
 VOLUNTEER PARK  
 SITE IMPROVEMENTS**

SITE LAYOUT PLAN-EXPANDED PARKING

SHEET  
 4 of 4



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



**COUNCIL MEETING      ACTION ITEM**

**10/27/2015      M – 1**

**Title:** Resolution authorizing the Mayor to sign an Intergovernmental Cooperation Agreement with Franklin County Fire District #3, a municipal corporation

**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:**

Franklin County Fire District #3 wishes to utilize an Intergovernmental Cooperation Agreement to purchase brush trucks for their department using the bid specifications written by the Selah Fire Department. The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. Proposers agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the Selah Fire Department incurring any financial or legal liability for such purchases.



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



**Recommended Motion:**

Move to Approve Resolution Authorizing the Mayor to Sign an Intergovernmental Cooperation Agreement with Franklin County Fire District #3.

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

**A RESOLUTION** authorizing the Mayor to sign an Intergovernmental Cooperation Agreement with Franklin County Fire District #3, a municipal corporation

**WHEREAS**, the City of Selah and Franklin County Fire District #3 wish to utilize each other's contracts to jointly bid the acquisition of goods and services and disposition of property; and

**WHEREAS**, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for Interlocal cooperation between government agencies; and

**WHEREAS**, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

**WHEREAS**, the City of Selah and Franklin County Fire District #3 also wish to utilize each other's contracts where it is in their mutual interest;

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

The Mayor is authorized to sign an Intergovernmental Cooperation Agreement Interlocal Agreement with Franklin County Fire District #3, a municipal corporation.

**PASSED** this 27<sup>th</sup> day of October, 2015.

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

ATTEST:

APPROVED AS TO FORM:

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

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

## INTERGOVERNMENTAL COOPERATION AGREEMENT

**THIS AGREEMENT** is between CITY OF SELAH, a municipal corporation, and FRANKLIN COUNTY FIRE DISTRICT #3, a municipal corporation.

### WITNESSETH:

**WHEREAS**, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

**WHEREAS**, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and

**WHEREAS**, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

**WHEREAS**, the parties also wish to utilize each other's contracts where it is in their mutual interest; and

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

1. **Purpose.** The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and disposition of property where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies:

2. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement. The administrator of this contract shall be the chief of the district which is conducting the advertisement and bid process.

3. **Scope.** This agreement shall allow the following activities:

- A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
- B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other agencies to avail themselves of goods and services offered under the contract.

C. Disposal of goods by each party acting as agent for either, or both parties when agreed to in advance, in writing.

4. **Duration of Agreement – Termination.** This agreement shall remain in force until canceled by either party in writing.

5. **Right to Contract Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services and or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

6. **Compliance With Legal Requirements.** Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.

7. **Financing.** The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any good or services intended for use by the other party.

8. **Filing.** Executed copies of the agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective. Pursuant to RCW 39.34.030, the party advertising for bids shall post the bid or solicitation notice on a web site established and maintained by a public agency purchasing cooperative, or similar service provider, or shall provide an access link on the state's web portal to the notice.

9. **Interlocal Cooperation Disclosure.** Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the options of extending its bid price, terms and condition.

10. **Non-Delegation/Non-Assignment.** Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

11. **Hold Harmless.** Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or admission of any person, firm or corporation not a party to this agreement.

12. **Severability.** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or effecting the validity or enforcement of such provisions.

CITY OF SELAH

\_\_\_\_\_  
\_\_\_\_\_

FRANKLIN COUNTY  
FIRE DISTRICT #3  
7809 Road 36 N.  
Pasco, WA 99301

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

Ronald Shuck  
Board Chair

[Signature]  
Fire Commissioner

[Signature]  
Fire Commissioner

Date: \_\_\_\_\_

Date: 10-13-15

ATTEST:

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

ATTEST:

Heidi Ellend  
District Secretary



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



**COUNCIL MEETING      ACTION ITEM**

**10/27/2015      M – 2**

**Title:** Resolution Authorizing the Mayor to Sign an Agreement with the Recreation and Conservation Office to Receive Grant Funding for the Development of Volunteer Park

**Thru:** Donald Wayman, City Administrator

**From:** Charles Brown, Recreation Coordinator

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** \$359,000

**Funding Source:** Fund 001

**Staff Recommendation:**

I recommend we approve the agreement with the State so that we can move forward with the development of Volunteer Park.

**Background / Findings & Facts:**

In 2014, we made a presentation to the Recreation and Conservation Office (RCO) for funding to develop the Volunteer Park property into an All-Inclusive park. This agreement allows us to begin ground work. Even though you have not approved final plans, we would be able to get a SEPA done and begin moving dirt for irrigation and grading for appropriate slopes for all inclusive access to the entire park.



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



**Recommended Motion:**

I move we approve the Agreement with RCO for grant funding of Volunteer Park.

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

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH  
THE RECREATION AND CONSERVATION OFFICE TO RECEIVE GRANT  
FUNDING FOR THE DEVELOPMENT OF VOLUNTEER PARK**

WHEREAS, The City of Selah referred to as the "City" and the Recreation and Conservation Office referred to as the "RCO", wish to enter into a contract to formalize their partnership; and

WHEREAS, the City believes it to be beneficial to use grant monies to complete the development of the Volunteer Park Property; and

WHEREAS, the City shall provide matching funds no less than \$380,000 which has been raised through fundraisers along with no more than \$150,000 from the City of Selah primarily in labor services; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign an agreement with the Recreation and Conservation Office.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 11<sup>th</sup> day of August, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

## Funding Board Project Agreement

**Project Sponsor:** Selah Parks & Recreation Department  
**Project Title:** Volunteer Park Development

**Project Number:** 14-1143D  
**Approval Date:** 7/10/2015

**A. PARTIES OF THE AGREEMENT**

This Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Selah by and through the Selah Parks & Recreation Department (sponsor), 216 S First St, Selah, WA 98942 and shall be binding on the agents and all persons acting by or through the parties.

**B. PURPOSE OF AGREEMENT**

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

**C. DESCRIPTION OF PROJECT**

The City of Selah will use this grant to develop a currently undeveloped 5.3 acre parcel into a universally accessible park located in the City of Selah in Yakima County. This project will be the first of its kind in Yakima County. The primary recreation provided by this project is for active recreation. This will be done by creating a universally designed fully accessible playground, a 9-foot wide paved walking path around the perimeter of the park, workout stations, disc golf course, a paved parking lot, gazebo, and restroom.

**D. PERIOD OF PERFORMANCE**

The period of performance begins on July 10, 2015 (project start date) and ends on October 31, 2017 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

**E. ON-GOING OBLIGATIONS**

For this development and renovation project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 24: Restriction of Conversion) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

**F. PROJECT FUNDING**

The total grant award provided by the funding board for this project shall not exceed \$359,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - WWRP - Local Parks	48.58%	\$359,000.00	State
Project Sponsor	51.42%	\$380,000.00	
<b>Total Project Cost</b>	<b>100.00%</b>	<b>\$739,000.00</b>	

**G. FEDERAL FUND INFORMATION**

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

**H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS**

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

**I. AMENDMENTS MUST BE SIGNED IN WRITING**

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

**J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES**

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

**K. SPECIAL CONDITIONS**

None

**L. AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

**Project Contact**

Name: Charles Brown  
Title: Recreation Manager  
Address: 216 South 1st Street  
Selah, WA 98942  
Email: cbrown@ci.selah.wa.us

**RCFB**

Recreation and Conservation Office  
Natural Resources Building  
PO Box 40917  
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

**M. ENTIRE AGREEMENT**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**N. EFFECTIVE DATE**

This Agreement, for project 14-1143D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

**Selah Parks & Recreation Department**

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

Date: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Title: \_\_\_\_\_

**State of Washington, Recreation Conservation Office  
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

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

Date: \_\_\_\_\_

Kaleen Cottingham  
Director  
Recreation and Conservation Office

Pre-approved as to form:

By:           /s/            
Assistant Attorney General

Date:           July 20, 2015

## Standard Terms and Conditions of the Project Agreement

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## Standard Terms and Conditions of the Project Agreement

**Project Sponsor:** Selah Parks & Recreation Department  
**Project Title:** Volunteer Park Development

**Project Number:** 14-1143D  
**Approval Date:** 7/10/2015

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### SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:
- acquisition project** - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

**Agreement or Project Agreement** - The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.

**applicant** - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

**application** - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**C.F.R.** - Code of Federal Regulations

**contractor** - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).

**development project** - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

**director** - The chief executive officer of the Recreation and Conservation Office or that person's designee.

**education project** - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

**education and enforcement project** - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

**equipment** - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

**funding board** - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.

**Indirect cost** - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

**landowner agreement** - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.

**maintenance project** - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.

**maintenance and operation project** - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.

**match or matching share** - The portion of the total project cost provided by the sponsor.

**milestone** - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**pass-through entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).

**planning (RCFB projects only)** - A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

**planning (SRFB projects only)** - A project that results in a study, assessment, project design, or inventory.

**pre-agreement cost** - A project cost incurred before the period of performance.

**project** - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

**project cost** - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

**RCO** - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

**reimbursement** - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

**renovation project** - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**restoration project** - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

**RCW** - Revised Code of Washington

**RTP - Recreational Trails Program** - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

**secondary sponsor** - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

**sponsor or primary sponsor** - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

**subaward** - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

**subrecipient** - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

**WAC** - Washington Administrative Code.

## **SECTION 2. PERFORMANCE BY THE SPONSOR**

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

## **SECTION 3. ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

## **SECTION 4. RESPONSIBILITY FOR PROJECT**

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

## **SECTION 5. INDEMNIFICATION**

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's

agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

#### **SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR**

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

#### **SECTION 7. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **SECTION 8. COMPLIANCE WITH APPLICABLE LAW**

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- C. **Archaeological and Cultural Resources.** The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. **Debarment and Certification.** By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

#### **SECTION 9. RECORDS**

- A. **Maintenance.** The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. **Public Records.** Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

#### **SECTION 10. PROJECT FUNDING**

- A. **Authority.** This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. **Additional Amounts.** The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **Requirements for Federal Subawards.** Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

- E. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

#### **SECTION 11. PROJECT REIMBURSEMENTS**

- A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
  2. On-site signs are in place (if applicable);
  3. A final project report is submitted to and accepted by RCO;
  4. Any other required documents are complete and submitted to RCO;
  5. A final reimbursement request is submitted to RCO;
  6. The completed project has been accepted by RCO;
  7. Final amendments have been processed; and
  8. Fiscal transactions are complete.
  9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- E. Requirements for Federal Subawards: Match. The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
  2. Are not included as contributions for any other Federal award;
  3. Are necessary and reasonable for accomplishment of project or program objectives;
  4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
  5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
  6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
  7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.
- F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
  2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
  3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
  4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

#### **SECTION 12. ADVANCE PAYMENTS**

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

**SECTION 13. RECOVERY OF PAYMENTS**

- A. **Recovery for Noncompliance.** In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. **Requirements for Federal Subawards.** The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R. §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

**SECTION 14. COVENANT AGAINST CONTINGENT FEES**

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**SECTION 15. INCOME AND USE OF INCOME**

- A. **RCFB Projects.** See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. **Income.**
  - 1. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
  - 2. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
    - (a) Value of any service(s) furnished;
    - (b) Value of any opportunities furnished; and
    - (c) Prevailing range of public fees in the state for the activity involved.
    - (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. **Use of income.** Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
  - 1. The sponsor's matching resources;
  - 2. The project's total cost;
  - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
  - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
  - 5. Capital expenses for similar acquisition and/or development and renovation.
- D. **Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

**SECTION 16. PROCUREMENT REQUIREMENTS**

- A. **Procurement Requirements.** If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
  - 1. Publish a notice to the public requesting bids/proposals for the project;
  - 2. Specify in the notice the date for submittal of bids/proposals;
  - 3. Specify in the notice the general procedure and criteria for selection; and
  - 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

**B. Requirements for Federal Subawards.**

1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

**SECTION 17. TREATMENT OF EQUIPMENT**

- A. Discontinued Use.** Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. Loss or Damage.** The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. Requirements for Federal Subawards.** Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  4. Adequate maintenance procedures must be developed to keep the property in good condition.
  5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- D. Requirements for RTP Subawards.** The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

**SECTION 18. RIGHT OF INSPECTION**

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

**SECTION 19. STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

**SECTION 20. PREFERENCES FOR RESIDENTS**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

**SECTION 21. ACKNOWLEDGMENT AND SIGNS**

- A. Publications.** The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs.** The sponsor also shall post signs or other appropriate media during the project period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

- C. **Ceremonies.** The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
  1. The fund source;
  2. The percentage of the total costs of the project that is financed with federal money;
  3. The dollar amount of federal funds for the project; and
  4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

**SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION AND RESTORATION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. **Document Review and Approval.** The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- B. **Control and Tenure.** The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. **Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:
 

*"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."*
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

**SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. **Evidence of Title.** The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
  1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
  2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
  3. **Easements and Leases.** The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

**E. Real Property Acquisition and Relocation Assistance**

1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)—Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
2. **State Acquisition Policies.** When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.

**F. Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.

**G. Hazardous Substances.**

1. **Certification.** The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
  - a. No hazardous substances were found on the site, or
  - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. **Responsibility.** Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. **Hold Harmless.** The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

**H. Requirements for Federal Subawards.** The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R. § 200.329 (2013)).

**SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES**

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

**SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
  1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
  2. In a reasonably safe condition for the project's intended use.
  3. Throughout its estimated useful service life so as to prevent undue deterioration.
  4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

- B. Open to the public. Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
  2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
  3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

**SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS**

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

**SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- F. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. **Procurement of Recovered Materials.** A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. **Required Insurance.** The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. **Debarment and Suspension (Executive Orders 12549 and 12689).** The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

**SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

**SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 23 - Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
- E. Section 24 - Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
- F. Section 25 - Construction, Operation and Maintenance of Assisted Projects.

**SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

## **SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

- A. **Cost Principles/Indirect Costs for State Agencies.** Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements),** if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The sponsor shall forward a copy of the audit along with the sponsor's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site:<http://harvester.census.gov/facweb>
- C. **Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. **Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. **Drug Free Workplace Certification.** Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. **Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- H. **Lobbying.** The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- I. **Reimbursement Limitation.** If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. **Disadvantaged Business Enterprise Requirements.** Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. **Minority and Women's Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods 8% MBE 4% WBE  
Purchased Services 10% MBE 4% WBE  
Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

- L. **MBE/WBE Reporting.** In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
  1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
  2. \$3,000 or more is included for supplies; or
  3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
  4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

- M. **SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C.** Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
  1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
  2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
  3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.

- N. **Lobbying & Litigation.** By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:  
Certification Regarding Lobbying, EPA Form 6600-06: [http://www.epa.gov/ogd/AppKit/form/Lobbying\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf)  
Disclosure of Lobbying Activities, SF LLL: [http://www.epa.gov/ogd/AppKit/form/sfillin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf)

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- O. **Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipients' (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- P. **Peer Review.** Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

### **SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA AND MARINE SHORELINE**

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

#### **A. Administrative Conditions**

1. **Cost Principles.** The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. **Audit Requirements.** The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.
3. **Hotel-Motel Fire Safety Act.** Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. **Recycled Paper**
  - a. **Institutions of Higher Education Hospitals and Non-Profit Organizations.** In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

- b. **State Agencies and Political Subdivisions.** In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
  - c. **State and Local Institutions of Higher Education and Non-Profit Organizations.** In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.
  - d. **State Tribal and Local Government Recipients.** In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. **Lobbying.** The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. **Part 30 Recipients.** All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- b. **Lobbying and Litigation.** The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. **Suspension and Debarment.** The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

- a. **Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.**
  - b. **The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at <http://ecfr.gpoaccess.gov>.**
7. **Drug-Free Workplace Certification.** The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
8. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
9. **Reimbursement Limitation.** If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. **Trafficking in Persons.** The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.  
  
"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."
11. **Disadvantaged Business Enterprise Requirements, General Compliance.** The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
12. **Sub-Awards.** If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
  - a. Establish all sub-award agreements in writing;
  - b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
  - c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
  - d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
  - e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
  - f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
  - g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
13. **Federal Employees.** No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
14. **Fly America Act.** The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
15. **Recovered Materials.** The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
16. **Copeland "Anti-Kickback" Act.** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
17. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7).** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
19. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
20. **FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions.** This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

**B. Programmatic Conditions:**

1. **Semi-Annual FEATS Performance Reports.** The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
  - a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
  - b. The reasons for slippages if the established outputs/outcomes were not met; AND
  - c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 days after the end of each reporting period.

2. **Final Performance Report.** In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. **Recognition of EPA Funding.** Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. **Copyrighted Material.** EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. **Peer Review.** The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

**SECTION 34. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA.

**A. DUNS and CCR Requirements**

1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.

**B. FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

**SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

- A. **Federal Finance Report (FFR).** Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at [www.epa.gov/ocfo/financeservices/forms.htm](http://www.epa.gov/ocfo/financeservices/forms.htm). All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. **Reimbursement Limitation.** If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.
- C. **DUNS and CCR Requirements**
  1. **Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).** Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
  2. **Requirement for Data Universal Numbering System (DUNS) numbers.** If the sponsor is authorized to make subawards under this award, the sponsor:
    - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
    - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.

3. Definitions. For purposes of this award term:
- a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
  - b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
  - c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R Part 25, subpart C:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization;
    - iv. A domestic or foreign for-profit organization; and
    - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  - d. Subaward:
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
    - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
  - e. Subrecipient means an entity that:
    - i. Receives a subaward from you under this award; and
    - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

#### D. CIVIL RIGHTS OBLIGATIONS

1. General. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:
  - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
  - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
  - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving
  - d. Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
  - a. For Title IX obligations, 40 C.F.R. Part 5; and
  - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
  - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.
- a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at [http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004\\_register&docid=fr25jn04-79.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf)
  - b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.
- E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the N.J. 1FS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

#### **SECTION 36. ORDER OF PRECEDENCE**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. Board policies and procedures.

#### **SECTION 37. AMENDMENTS**

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

#### **SECTION 38. LIMITATION OF AUTHORITY**

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

#### **SECTION 39. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

#### **SECTION 40. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH**

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

**SECTION 41. SPECIFIC PERFORMANCE**

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

**SECTION 42. TERMINATION**

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.

C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

**SECTION 43. DISPUTE HEARING**

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

**SECTION 44. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

**SECTION 45. GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR**

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F - Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

**SECTION 47. SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

## Eligible Scope Activities

**Project Sponsor:** Selah Parks & Recreation Department  
**Project Title:** Volunteer Park Development  
**Program:** WWRP - Local Parks

**Project Number:** 14-1143  
**Project Type:** Development  
**Approval:** 7/10/2015

---

### Project Metrics

---

#### Sites Improved

Project acres developed: 0.00  
Project acres renovated: 5.34

---

### Development Metrics

---

## Worksite #1, Volunteer Park

#### Buildings and Structures

##### Construct / install restroom

Number of restrooms: 1 new, 0 renovated  
Select the restroom type : Restroom

#### General Site Improvements

##### Construct picnic shelter

Number of group picnic shelters: 1 new, 0 renovated

##### Develop paths/walkways

Select the surface of the path/walkway: Asphalt  
Linear feet of path/walkway: 1760  
Walkway lighting provided (yes/no): No  
Number of walkway bridges: 0 new, 0 renovated

##### Install site furnishings

##### Landscaping improvements

Acres of landscaped area : 4.50  
Select the landscape features: Drainage, Grass/turf, Trees/shrubs

#### Parking and Roads

##### Parking development

Number of vehicle parking stalls: 36 new, 0 renovated  
Number of vehicle with trailer parking stalls: 0 new, 0 renovated  
Number of accessible parking stalls:  
Vehicle with trailers 0  
Vehicle 5  
Select the parking surfaces : Asphalt  
Select the parking enhancements: Striping

#### Play Areas

##### Playground development

Number of play areas: 1 new, 0 renovated  
Number of climbing walls/rocks: 0 new, 0 renovated  
Select the play area surface material type: Recycled rubber

#### Site Preparation

##### General site preparation

#### Sports Facilities

##### Disc golf course development

Number of disc golf courses : 1 new, 0 renovated  
Number of disc golf stations : 9 new, 0 renovated  
Lighting provided for evening use (yes/no): No

## Eligible Scope Activities

### Utilities

#### Install power utilities

Select the power utilities:

Power line

#### Install sewage system

Number of dump stations:

1 new, 0 renovated

Select the sewer utilities:

Sewer line

#### Install stormwater system

Select the stormwater utilities:

Stormwater line

#### Install water system

Select the water utilities:

Water line

### Permits

#### Obtain permits

### Architectural & Engineering

#### Architectural & Engineering (A&E)

## Milestone Report By Project

**Project Number:** 14-1143 D  
**Project Name:** Volunteer Park Development  
**Sponsor:** Selah Parks & Rec Dept  
**Project Manager:** Laura Moxham

X	!	Milestone	Target Date	Comments/Description
X		Project Start	07/10/2015	
X	!	Cultural Resources Complete	08/01/2015	RCO has completed cultural resources consultation with Native American tribes and the Department of Archaeology and Historic Preservation. No further cultural resource investigation is required at this time. DAHP Log No: 072015-14-RCFB
X		Design Initiated	10/01/2015	
		Applied for Permits	11/01/2015	
	!	Progress Report Submitted	12/15/2015	
		60% Plans to RCO	12/15/2015	
		SEPA/NEPA Completed	01/31/2016	
		All Bid Docs/Plans to RCO	01/31/2016	
		Bid Awarded/Contractor Hired	02/29/2016	
	!	Construction Started	03/31/2016	RCO must issue a Notice to Proceed prior to any ground disturbing activities.
	!	Annual Project Billing	07/31/2016	
	!	Progress Report Submitted	07/31/2016	
		RCO Interim Inspection	10/31/2016	
		50% Construction Complete	11/30/2016	
	!	Progress Report Submitted	12/15/2016	
	!	Progress Report Submitted	07/31/2017	
	!	Annual Project Billing	07/31/2017	
		90% Construction Complete	09/30/2017	
		Funding Acknowl Sign Posted	10/31/2017	
		RCO Final Inspection	10/31/2017	
		Construction Complete	10/31/2017	
	!	Agreement End Date	10/31/2017	
		Final Billing to RCO	12/15/2017	
		Final Report in PRISM	12/31/2017	

## Milestone Report By Project

**X = Milestone Complete**

**! = Critical Milestone**



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



**COUNCIL MEETING      ACTION ITEM**

**10/27/2015      M – 3**

**Title:** Resolution Authorizing the Mayor to Sign an Amendment to the City Administrator's Employment Agreement

**Thru:** Donald Wayman, City Administrator

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

**Action Requested:** Approval

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** Annual savings of \$ 6,135

**Funding Source:** Various funds

**Staff Recommendation:**

Approval

**Background / Findings & Facts:**

The City Administrator has continuing medical insurance from a previous employer and has offered to forgo City paid medical insurance and, in lieu, receive a \$ 1,000 month increase in salary.

**Recommended Motion:**

I move to approve the Resolution authorizing the Mayor to sign an amendment to the City Administrator's Employment Agreement.



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



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

Date:

Action Taken:

3/24/2015

Resolution authorizing the Mayor to sign an Employment Agreement with Donald Wayman for the City Administrator position

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

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT  
TO THE CITY ADMINISTRATOR'S EMPLOYMENT AGREEMENT**

**WHEREAS, the City of Selah wishes to amend the City Administrator's employment agreement;**

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign an amendment to the City Administrator's employment agreement.**

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 27<sup>th</sup> day of October, 2015.**

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

**ATTEST:**

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

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

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

**FIRST AMENDMENT  
TO EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF SELAH, WASHINGTON  
and DONALD WAYMAN dated March 24, 2015**

WHEREAS, Section 12 of the Employment Agreement between the City of Selah and Donald Wayman dated March 24, 2015 ("Agreement") provides that the Agreement may be amended in writing by the parties;

WHEREAS, it is the desire of the parties to amend Section 4, Compensation, of the Agreement to make adjustments to Donald Wayman's base salary in acknowledgement that Donald Wayman will opt out of the City's provided medical insurance;

WHEREAS, it is also the desire of the parties to amend Section 5, Benefits, of the Agreement to reflect the desire of the parties that Donald Wayman not be covered under the City provided medical insurance;

NOW, WHEREFORE, the parties wish to amend the Agreement as follows:

**I. Section 4, Compensation, amended to read as follows:**

**Section 4. COMPENSATION**

A. The City will pay The Employee as compensation for services a monthly salary of ~~\$8,750.00~~, **\$9,750.00 (effective January 1, 2016)** and maintain such increases to salary as provided below. The employee will be eligible for up to \$5,000 in actual moving expenses, upon submitting a written request with proper documentation.

B. Upon completion of satisfactory work performance and at the Mayor's discretion, the employee's pay will be increased up to 5% May 1, 2016 and May 1, 2017.

C. At the beginning of each fiscal year, the City may increase or decrease the salary for a cost-of-living adjustment so long as all salaries of those in the Management and Non-represented group are changed accordingly.

D. At any time the City may increase said salary based on merit at the sole discretion of the Mayor and City Council.

E. As the Employee is engaged in a professional and executive capacity and is compensated on a predetermined salary basis, the position is exempt from the maximum hours provisions of the Fair Labor Standards Act.

**II. Section 5, Benefits, amended as follows:**

**Section 5. BENEFITS**

A. The City will provide fringe benefits as provided to other personnel under the provisions of the City of Selah Personnel Policies. Except that the employee shall receive a starting credit of 80 hours of vacation leave and shall accrue vacation leave at the rate of 18 days per year. And except that, Employee, at his request and as specifically agreed upon, shall not be covered under the City's provided medical insurance. The Employee understands that the City may, in its sole discretion, add, alter, amend, modify, or terminate such benefits at any time without any notice as allowed by law.

B. Expenses incurred for travel on City business shall be reimbursed per the City's Personnel Policies and Travel Policy.

C. The Employee will be provided with the use of a cellular telephone, and the use of a City vehicle, for conducting City business.

D. The City shall pay an amount equal to the Employer Contribution Rate established for PERS 3 members to either a PERS 3 account or other deferred compensation program available to City employees.

E. The cost for professional subscriptions, and association and member dues will be provided for within the City Administrator budget.

All remaining provisions of the Agreement, not subject to this First Amendment, shall remain in full force and effect.

AGREED THIS \_\_\_\_ day of October, 2015.

EMPLOYER – CITY OF SELAH

EMPLOYEE – DONALD WAYMAN

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

\_\_\_\_\_  
Donald Wayman

**ATTEST:**

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**Dale Novobielski, City Clerk/Treasurer**

**APPROVED AS TO FORM:**

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**Robert F. Noe, City Attorney**



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



**COUNCIL MEETING      ACTION ITEM**

**10/27/2015      N – 1**

**Title:** Ordinance Amending the 2015 Budget for the Expenditure of Hotel/Motel Sales Tax Revenue

**Thru:** Donald Wayman, City Administrator

**From:** Charles Brown, Recreation Manager

**Action Requested:** Approval

**Board/Commission Recommendation:** Approval

**Fiscal Impact:** \$6,000

**Funding Source:** Fund 121 Tourism

**Staff Recommendation:**

Staff recommends that Hotel/Motel Sales Tax revenue be transferred to fund 001 General for \$ 3,000.00 in support of the Selah Downtown Association and \$ 3,000 for the costs associated with the July 3<sup>rd</sup> community event.

**Background / Findings & Facts:**

The City of Selah Lodging Tax Advisory Committee approved the expenditure of \$ 3,000 of Hotel/Motel Sales tax revenue to the Selah Downtown Association for its branding project efforts which will increase tourism and \$3,000 to the General fund to help pay for costs of the July 3<sup>rd</sup> community event.



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



**Recommended Motion:**

I move to approve the Ordinance amending the 2015 budget for the expenditure of Hotel/Motel Sales Tax revenue.



**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>
5/18/2015	LTAC approved expenditures of Hotel/Motel Sales tax revenue.

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

AN ORDINANCE AMENDING THE 2015 BUDGET FOR THE EXPENDITURE OF  
HOTEL/MOTEL SALES TAX REVENUE

WHEREAS, the City desires to amend the 2015 budget for the expenditure of Hotel/Motel Sales Tax revenue;

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

001 General

001.000.097.397.00.00.00	Operating Transfers-In	\$ 6,000
001.000.013.513.10.49.03	Selah Downtown Association	\$ 3,000
001.000.071.571.20.41.06	Third of July	3,000

121 Tourism

121.000.097.597.00.00.00	Operating Transfers-Out	\$ 6,000
170.000.008.508.80.00.00	New Ending Unreserved Fund Balance	\$ 3,200

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON this 27<sup>th</sup> day of October 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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



# CITY OF SELAH

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115 West Naches Avenue  
Selah, Washington 98942

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

June 9, 2015

Selah Downtown Association  
115 West Naches Ave  
Selah, WA 98942

Board of Directors,

The Lodging Tax Advisory Committee (LTAC) supports the growth of tourism in the Selah Community by presenting this letter of intent to the Selah Downtown Association, who has expressed a desire to contract services with Arnett Muldrow and Associates to conduct research, develop a brand for our community, and to produce materials that will assist in our future marketing efforts.

The LTAC intends to support the payment of Arnett Muldrow with an amount presented to and approved by the board on 5/18/2015 in the amount of \$3,000.

By making this donation, I anticipate that all marketing materials will be available for use by their organization. The committee is very excited to see what the firm of Arnett Muldrow can do for our community!

Sincerely,

Charlie Brown  
Recreation Manager, City of Selah





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



**COUNCIL MEETING      ACTION ITEM**

**10/27/2015      N – 2**

**Title:** Ordinance Adopting the 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2015-2 (City of Selah) as Recommended by the City of Selah Planning Commission

**Thru:** Donald Wayman, City Administrator

**From:** Thomas R Durant, Community Planner

**Action Requested:** Approval

**Board/Commission Recommendation:** Approval

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Approval of both the Plan Amendment and Rezone

**Background / Findings & Facts:**

Attached are an Amendment of the 2005 Comprehensive Plan Future Land Use Map designation from Low Density Residential to Moderate Density Residential and a rezone of the property to Two-Family Residential (R-2). The Planning Commission held a public hearing on October 6, 2015 and recommended approval of both actions.



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



**Recommended Motion:**

I move the approval of the amendment of the Comprehensive Plan Future Land Use designation from Low Density Residential to Moderate Density Residential and amendment of the official zoning map from One-Family Residential (R-1) to Two-Family Residential (R-2).



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



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

Date:

Action Taken:

10/6/2015

Planning Commission Public Hearing

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

## **ORDINANCE ADOPTING THE 2005 SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN AMENDMENT 2015-2 (CITY OF SELAH) AS RECOMMENDED BY THE CITY OF SELAH PLANNING COMMISSION**

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

WHEREAS, the City of Selah Planning Commission considered plan amendment 2015-2 (City of Selah) to change the Future Land Use designation of 0.37 acre from Low Density Residential to Moderate Density Residential at a duly advertised public hearing on October 6, 2015, where testimony was taken from those persons present who wished to be heard; and,

WHEREAS, the City of Selah Planning Commission adopted Findings and Conclusions recommending approval of the 2005 Selah Urban Growth Area Comprehensive Plan Amendment 2015-2 (City of Selah); and,

WHEREAS, the City of Selah Council considered plan amendment 2015-2 (City of Selah) at a duly advertised public hearing on October 27, 2015, where testimony was taken from those persons present who wished to be heard and the Council has reviewed the Planning Commission's recommendation of approval and the minutes of the October 6, 2015 public hearing and all exhibits, documents and correspondence pertaining to the proposed amendment; and,

WHEREAS, the City Council adopts the Planning Commission's Findings and Conclusions by reference and incorporates them herein as if fully set forth.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, ADOPTS PLAN AMENDMENT 2015-2 TO THE 2005 SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 27<sup>th</sup> day of OCTOBER 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**RECOMMENDED FINDINGS AND CONCLUSIONS**

**Selah Urban Area Comprehensive Plan  
Future Land Use Map Amendment 15-02  
Major Rezone 914.61.15-02**

**October 6, 2015**

This matter having come on for public hearing before the Selah Planning Commission on October 6, 2015 for the purpose of an application initiated by the City of Selah to change the Future Land Use designation of Parcel 181435-13493 from Low Density Residential to Moderate Density Residential and to change the zoning from One-Family Residential (R-1) to Two Family Residential (R-2).

Members of the Commission present at the public hearing were *Quinnell, Anderson,*  
*Smith, Miller*.

Legal notification pursuant to Selah Municipal Code was given on August 26 and September 25, 2015. All persons were given the opportunity to speak for or against the proposed Comprehensive Plan Amendment and major rezone.

1. The Commission adopts the staff findings and report as to the existing use, zoning and future land use designation of the subject and adjacent properties.
2. Owners of adjacent lands expressed Approval / Disapproval of the proposal.
3. The majority of comments received were in favor of / opposition to the proposal.
4. The Planning Commission adopts the following findings from the September 9, 2015 staff report:
  - a. The site is in an urbanized area with existing infrastructure and does not comprise or encourage sprawl.
  - b. The proposal is consistent with mapping criteria and policies that encourage a mixture of housing types.
  - c. The proposal is consistent with the policy of replacing nonconforming uses with appropriate conforming uses. The existing use of the property is more conforming with the MDR plan designation and R-2 zoning than it is with the current zoning and plan designation.
  - d. The proposal is consistent with the intent of Title 10 and the R-2 zoning district because it has already been developed, it was developed under R-2 zoning

standards at the time, it conforms to existing zoning standards, the surrounding area is mostly built out and the infrastructure is now in place.

- e. The extent to which future subdivision of the site into lots as contemplated by the developer conforms to standards such as facilitating future development and individual connections to municipal sewer and water systems can be addressed at the time such land division is proposed and would not otherwise jeopardize the appropriateness and consistency of the proposed plan designation and zoning.
- f. The adequacy of public facilities and public services required to meet (in this case) urban needs is evidenced by the site and surrounding properties being fully developed. They are served by required public utilities, roads and City services, and there is no evidence of any deficiency that would result in impacts from the proposed action.
- g. The primary public need for the proposal is based on Comprehensive Plan Policy HSG 1.6 to replace a nonconforming use with an appropriate conforming use. It is the contention of this application that the 2005 designation of the LDR land use category is in error because it was the result of the failure to consider the existing use of the property and the existing and historical land use patterns in the vicinity.
- h. For the same reason, public need in this case can also be characterized in the negative: There is no public purpose derived in retaining the current plan designation and zoning given the current use of the property and land use patterns in the vicinity.
- i. The question of whether additional land is needed for the designation is not relevant because the change in the number of dwelling units is not significant and not a significant factor in the consideration of this proposal. It brings the land use designation into consistency with the actual use of the property. The timing is also appropriate to correct a mapping error and resulting nonconformity.
- j. As a mapping error, the change in circumstances occurred prior to the 2005 comprehensive plan update and was apparently not realized at the time. The property was developed to MDR density as allowed for at the time by the R-2 zoning.
- k. It may be possible to increase the number of dwelling units to four and continue to comply with the maximum allowable density of 12 dwelling units per acre by the Moderate Density Residential future land use category. However because of the way the existing buildings are designed, it appears unlikely that an additional dwelling unit could be added.

- l. Other land uses permitted in the R-2 zone are either no less intensive than that existing, or are otherwise permitted in the R-1 zone.**
  
- m. The existing use and zoning of the site is consistent with that which it faces across Speyers Road to the northeast and also along both sides of Speyers Road in the vicinity. It borders lower density single family development and zoning on rear and side property lines to the south and west, preferable boundaries between the two zoning and land use categories to the extent that there is any compatibility issues.**
  
- n. There are no identified compatibility conflicts identified for establishing separate individual lots for the existing dwelling units on the site.**
  
- o. Suitability of the site is supported by the existing development of the site, its location in an urbanized and developed part of the City and full range of transportation, utilities and City services at the site.**
  
- p. The proposed plan amendment has minimal cumulative impact when combined with the one other plan amendment application under consideration in this annual review because while there is a potential for an increase in the number of dwelling units by one unit, such increase is considered unlikely. The proposal results in a slight decrease in acreage designated for low density residential with a corresponding increase in the acreage designated for moderate density residential, the increase in the number of units resulting from both plan amendments is no more than two and probably less.**
  
- q. The proposed plan amendment better implements applicable Comprehensive Plan policies, corrects an obvious mapping error and addresses an identified deficiency in the Comprehensive Plan based on above findings because it recognizes existing development consistent with existing development patterns in the vicinity and eliminates what may otherwise be considered a nonconforming use.**
  
- r. The proposed plan amendment does not require changes to implementing regulations in order for them to remain consistent with the Comprehensive Plan.**
  
- s. No inconsistencies with Countywide Planning Policies have been identified.**
  
- t. The proposed plan amendment, located well inside the City Limits does not conflict with comprehensive plans adopted by Yakima County or other cities with which Selah has common borders or related regional issues.**

5. Additional findings adopted by the Commission based on testimony at the public hearing and additional information from interested agencies and departments:
6. The Commission finds that the present and future needs of the community will be adequately served and the community as a whole will benefit rather than being injured by the proposal.
7. Environmental Review has been completed, a Determination of Nonsignificance was issued and the Commission is satisfied that environmental review was completed in compliance with Selah Municipal Code Chapter 11.40.
8. The Commission determines that findings \_\_\_\_\_ to be the controlling factors in its deliberations on the Class 3 Use Permit.

#### DECISION

The Commission, based on these findings, conclusions and controlling factors finds that the proposed change in the Selah Urban Area Comprehensive Plan Future Land Use designation of Parcel 181435-13493 should be changed from Low Density Residential to High Density Residential and its zoning changed from One Family Residential (R-1) to Two Family Residential (R-2).

Motion to Approve/Deny by: Miller Second by Penleton Vote 5-0

**CITY OF SELAH PLANNING COMMISSION**  
**STAFF REPORT**  
**September 9, 2015**

**APPLICATION:** Urban Growth Area Plan Amendment 2015-2 & Major Rezone (914.61.15-02).

**PROPOSAL:** Amend the Future Land Use Map of the Selah Urban Growth Area Comprehensive Plan to change the designation of a 0.37 acre parcel from Low Density Residential (LDR) to Moderate Density Residential (MDR). Also rezone the property from One Family Residential (R-1) to Two Family Residential (R-2). The property owner has a concurrent application to rezone the property to Planned Development. The Hearing Examiner has made a recommendation on the application, but it has not yet gone to the City Council.

**PROPONENT:** The City of Selah has initiated the actions that are before the Planning Commission for the reasons given in this report.

**PROPERTY OWNER:** Carl & Candi Torkelson

**LOCATION:** 600 Speyers Road. On the southwest side of Speyers Road and at the southwest corner of Speyers Road and Pear Avenue. Home Avenue is 150 feet to the south. (Tax Parcel Number: 181435-13493).

**APPLICATION AUTHORITY AND JURISDICTION:** Selah Municipal Code, Chapter 10.40 (Amendments) as it pertains to zoning map amendments and major rezones (amendment to the zoning map contingent upon a comprehensive plan amendment).

**PUBLIC FACILITIES AND UTILITY SERVICES:** Utilities and services are fully available to this developed site. It fronts on Speyers Road and Pear Avenue, which are both improved City streets.

**LAND USE, ZONING & COMPREHENSIVE PLAN:** The site is zoned R-1, designated Low Density Residential by the Comprehensive Plan and developed with three detached single family condominium units at a density of 8 dwelling units per acre.

**Adjacent Properties**

<b>Location</b>	<b>Zoning</b>	<b>Comprehensive Plan</b>	<b>Land Use</b>
North	R-1	Low Density Residential	Single family dwelling on 0.35 acre lot.
East	R-2	Moderate Density Residential	Moderate density Planned Development, attached single-family & condo dwellings
South	R-1	Low Density Residential	Single family homes on 0.18 to 0.28 acre lots
West	R-1	Low Density Residential	Single family dwelling on 0.18 acre lot

**AGENCY NOTIFICATION & ENVIRONMENTAL REVIEW:** A Determination of Nonsignificance (DNS) (971.61-64.15-09) was issued on August 26, 2015 and finalized on September 9, 2015. The SEPA determination was issued for and considered both proposed comprehensive plan amendments pursuant to the requirement of RCW 36.70A.130(2)(b) and SMC 10.40.040(1) that the cumulative effects of all proposed plan amendments be considered.

The Washington State Department of Commerce was notified as required by RCW 36.70A.106. Commerce forwarded the notice to other State agencies. As of the date of this report, no comments have been received.

**COMPREHENSIVE PLAN AMENDMENT:** The basis for the proposed comprehensive plan amendment is that the City considers the Low Density Residential designation of this property by the Plan in 2005 to be a mapping error because it did not consider the current use of the property and the land use pattern surrounding the property at the time. The three single family residential units, developed at a density of 8 units per acre were constructed in 2004 consistent with the R-2 zoning of the property at the time. The property was subsequently rezoned to R-1 to conform to the plan designation.

In addition to the use of the property, existing factors that were not taken into account at the time of the 2005 plan update were that the development of the site faces existing moderate density condominium development and MDR designated/R-2 zoning on the east side of Speyers Road. Zoning boundaries are often better located on rear property lines than in streets where development that has potential compatibility issues face one another.

Also, both sides of Speyers Road have developed over the years with a mixture of moderate density development (duplexes, townhouses and apartments) that face Speyers Road alternating with single family neighborhoods that mostly extend back away from this street.

### **Low Density Residential**

The current future land use designation is described in the comprehensive plan as:

“...provid[ing] areas of low density residential development, up to 5 dwelling units per gross acre. Clustering of dwelling units, within the permitted density range, is encouraged to preserve open space, steep slopes, drainage ways, etc....The predominate use will be low density residential; however, it is the intent and desire of Selah that its low density neighborhoods develop with a mix of housing types including single-family, duplexes, townhouses and multi-family dwellings. The mix of housing types will be limited by the maximum permissible density and zoning standards will regulate development to assure compatibility...”

### **Moderate Density Residential**

The proposed future land use designation is described by the Comprehensive Plan as follows:

“This use category provides areas of predominately moderate density residential development, up to 12 dwelling units per gross acre. Clustering of dwelling units, within the permitted density

range, is highly encouraged to preserve open space, steep slopes, drainage ways, etc. The predominate use is two-family, townhouses and condominium dwellings with a mix of single-family and multi-family residences. The mix of housing types will be limited by the maximum permissible density and zoning standards will regulate development to assure compatibility. As with low density residential development, moderate density residential development will be served primarily by municipal utility services and/or private community water and sewage systems that are designed for future connection to Selah's municipal system."

With respect to the existing use, the subject property is consistent with both the Low Density and Moderate Density Residential future land use map descriptions. However, the existing density – 8 dwelling units per gross acre – is consistent with Moderate Density Residential and inconsistent with Low Density Residential.

### **Comprehensive Plan Goals, Policies and Objectives**

**Policy LUGM 3.2:** Direct development to areas where infrastructure (water, sewer and streets) is either present, can be easily extended, or is planned to be extended.

**Policy LUGM 3.3:** Conserve land, energy and financial resources by minimizing urban sprawl.

**Housing Goal:** Encourage the availability of affordable housing to all economic segments of the population, promote a variety of residential densities and housing types and encourage preservation of existing housing stock.

**Objective HSG 1:** Maintain and upgrade the character of existing residential neighborhoods.

**Policy HSG 1.1:** Discourage rezoning which would allow incremental conversion of existing single-family dwellings to duplexes or multi-family dwellings.

**Policy HSG 1.6:** Replace nonconforming uses with appropriate conforming uses.

**Objective HSG 2:** Encourage new residential development to approximate existing residential densities and housing mix levels.

**Policy HSG 2.1:** Encourage the combined net density of all residential development to remain at present levels. Exceptions to this policy should be permitted where the developer can demonstrate that the quality of the project design, construction and amenities warrants a different housing density.

**Policy HSG 2.2:** Ensure codes and ordinances promote and allow for a compatible mix of housing types in residential areas.

**Objective HSG 3:** Minimize the negative impacts of medium and high-density residential projects on adjacent low-density residential areas, but encourage mixed use/density projects.

**Objective HSG 4:** Encourage new residential construction to be compatible with existing residential development.

**Policy HSG 4.1: Encourage developers to use private covenants and deed restrictions which specify architectural, maintenance and landscaping standards within their development.**

Most of these plan policies are neutral to this proposal because the development of the property is existing, not new. The proposal is not inconsistent with any of them, except to the extent that the rezoning would allow incremental conversion of existing single-family dwellings to duplexes or multi-family dwellings. This is considered to be unlikely, however. The site is in an urbanized area in which infrastructure is present and does not comprise or encourage sprawl. It is consistent with providing for a variety of residential densities and housing types. The most relevant policy appears to be HSG 1.6: "Replace nonconforming uses with appropriate conforming uses." As currently zoned and designated, the use of the property may be considered non-conforming because the density exceeds five dwelling units per acre. If the change in land use and zoning designation is otherwise considered "appropriate", it would be consistent with that policy.

**MAJOR REZONE CRITERIA:** Under SMC 10.40.050(c) the Planning Commission shall recommend approval, approval subject to a development or concomitant agreement, denial of the comprehensive plan amendment and rezone or modification of the proposal. The recommendation must include the following considerations:

1. The extent to which the proposed amendment/major rezone is consistent with and/or deviates from the goals, objectives, mapping criteria and policies adopted in the comprehensive plan and intent of this title;
2. The adequacy of public facilities, such as roads, sewer water and other public services required to meet urban or rural needs;
3. The public need for the proposed change. Public need shall mean that a valid public purpose, for which the comprehensive plan and this title have been adopted, is served by the proposed application. Findings that address public need shall, at a minimum, document:
  - a. Whether additional land for a particular purpose is required in consideration of the amount already provided by the plan map designation or current zoning district within the area as appropriate; and,
  - b. Whether the timing is appropriate to provide additional land for a particular use.
4. Whether substantial changes in circumstances exist to warrant an amendment to the current designation or zone;
5. The testimony at the public hearing;
6. The compatibility of the proposed zone change and associated uses with neighboring land uses;

7. The suitability of the property in question for uses permitted under the proposed zoning;
8. The recommendation from interested agencies and departments.

#### **Consistency of the Proposal with the Comprehensive Plan and the intent of SMC Title 10**

As described above, the proposal is consistent with the goals, objectives, mapping criteria and policies of the comprehensive plan. The following findings are recommended:

1. The site is in an urbanized area with existing infrastructure and does not comprise or encourage sprawl.
2. The proposal is consistent with mapping criteria and policies that encourage a mixture of housing types.
3. The proposal is consistent with the policy of replacing nonconforming uses with appropriate conforming uses. The existing use of the property is more conforming with the MDR plan designation and R-2 zoning than it is with the current zoning and plan designation.

The intent of SMC Title 10 is given under "Purpose" at SMC 10.02.030. It includes implementing the comprehensive plan enacted pursuant to the Growth Management Act, assuring orderly development of the city consistent with comprehensive plan goals and policies, encouraging orderly growth and the most appropriate use of the land, regulating lot coverage, population density / distribution, the location and height of structures; providing adequate light, air, sanitation and drainage; protecting the social and economic stability of resources and lands; reducing the menace of public safety resulting from the improper location of homes, commerce and industry in a single area and otherwise promoting the health, safety and general welfare.

The intent of the Two Family Residential (R-2) zoning district is to provide for single or two-family residential development where services are available or will be extended at no public cost. It is also the intent to provide for an orderly transition from vacant or partially developed to single or two-family residential use, facilitate coordinated and collaborative public infrastructure investment; require individual lot connections to municipal sewer and water, require development to meet urban development standards ensuring that uses and land divisions facilitate future residential development and extension of utilities (SMC 10.14.010).

The following findings are recommended:

4. The proposal is consistent with the intent of Title 10 and the R-2 zoning district because it has already been developed, it was developed under R-2 zoning standards at the time, it conforms to existing zoning standards, the surrounding area is mostly built out and the infrastructure is now in place.

5. The extent to which future subdivision of the site into lots as contemplated by the developer conforms to standards such as facilitating future development and individual connections to municipal sewer and water systems can be addressed at the time such land division is proposed and would not otherwise jeopardize the appropriateness and consistency of the proposed plan designation and zoning.

#### **Adequacy of Public Facilities and Services**

##### **Recommended findings:**

6. The adequacy of public facilities and public services required to meet (in this case) urban needs is evidenced by the site and surrounding properties being fully developed. They are served by required public utilities, roads and City services, and there is no evidence of any deficiency that would result in impacts from the proposed action.

#### **Public Need for the Proposed Change**

##### **Recommended findings:**

7. The primary public need for the proposal is based on Comprehensive Plan Policy HSG 1.6 to replace a nonconforming use with an appropriate conforming use. It is the contention of this application that the 2005 designation of the LDR land use category is in error because it was the result of the failure to consider the existing use of the property and the existing and historical land use patterns in the vicinity.
8. For the same reason, public need in this case can also be characterized in the negative: There is no public purpose derived in retaining the current plan designation and zoning given the current use of the property and land use patterns in the vicinity.
9. The question of whether additional land is needed for the designation is not relevant because the change in the number of dwelling units is not significant and not a significant factor in the consideration of this proposal. It brings the land use designation into consistency with the actual use of the property. The timing is also appropriate to correct a mapping error and resulting nonconformity.

#### **Change in Circumstances**

##### **Recommended findings:**

10. As a mapping error, the change in circumstances occurred prior to the 2005 comprehensive plan update and may not have been realized at the time. The property was developed to MDR density as allowed for at the time by the R-2 zoning.

### **Testimony at the Public Hearing and Recommendation of Interested Agencies and Departments**

The Planning Commission is required to consider the testimony received in formulating its recommendation and may want to make additional or different findings based on this testimony. As of the date of this report, no agency or department comments have been received.

### **Compatibility of Rezone and Associated Land Uses with Surrounding Land Uses**

Generally in considering rezones, it is necessary to account for all potential uses that may be permitted including those that are the most intensive or potentially incompatible with surrounding neighborhoods. Recommended findings are as follows:

11. It may be possible to increase the number of dwelling units to four and continue to comply with the maximum allowable density of 12 dwelling units per acre by the Moderate Density Residential future land use category. However because of the way the existing buildings are designed, it appears unlikely that an additional dwelling unit could be added.
12. Other land uses permitted in the R-2 zone are either no less intensive than that existing, or are otherwise permitted in the R-1 zone.
13. The existing use and zoning of the site is consistent with that which it faces across Speyers Road to the northeast and also along both sides of Speyers Road in the vicinity. It borders lower density single family development and zoning on rear and side property lines to the south and west, preferable boundaries between the two zoning and land use categories to the extent that there are any compatibility issues.
14. There are no identified compatibility conflicts identified for establishing separate individual lots for the existing dwelling units on the site.

### **Suitability of the Site for Uses Permitted Under the Proposed Zoning**

Recommended finding:

15. Suitability of the site is supported by the existing development of the site, its location in an urbanized and developed part of the City and full range of transportation, utilities and City services at the site.

**OTHER CONSIDERATIONS:** The following findings consider other factors required or typically considered for comprehensive plan amendments.

16. The proposed plan amendment has minimal cumulative impact when combined with the one other plan amendment application under consideration in this annual review because while there is a potential for an increase in the number of dwelling units by one unit, such increase is considered unlikely. The proposal results in a slight decrease in acreage designated for low density residential with a corresponding increase in the acreage designated for moderate density residential, the increase in the number of units resulting from both plan amendments is no more than two and probably less.
17. The proposed plan amendment better implements applicable Comprehensive Plan policies, corrects an obvious mapping error and addresses an identified deficiency in the Comprehensive Plan based on above findings because it recognizes existing development consistent with existing development patterns in the vicinity and eliminates what may otherwise be considered a nonconforming use.
18. The proposed plan amendment does not require changes to implementing regulations in order for them to remain consistent with the Comprehensive Plan.
19. No inconsistencies with Countywide Planning Policies have been identified.
20. The proposed plan amendment, located well inside the City Limits does not conflict with comprehensive plans adopted by Yakima County or other cities with which Selah has common borders or related regional issues.

**RECOMMENDATION:** Staff recommends **APPROVAL** of the proposed change from Low Density Residential to Moderate Density Residential and rezoning from R-1 to R-2 and the adoption of the Findings numbered 1 through 20 from the staff report in support of this decision along with any additional findings from testimony at the public hearing and any recommendations from interested agencies and departments.



CITY OF SELAH

APPLICATION FOR ZONING CODE AMENDMENT  
APPLICATION REQUIREMENTS

Date Submitted/Received By

\_\_\_\_\_ Non-Refundable Application Fee 5/27/2015 TRDm

\_\_\_\_\_ Site Plan drawn to scale \_\_\_\_\_

\_\_\_\_\_ Vicinity Site Map with North Arrow \_\_\_\_\_

\_\_\_\_\_ Completed Environmental Checklist and Checklist fee. \_\_\_\_\_

1.\* TYPE OF ZONING CODE AMENDMENT REQUIRED

REZONE  OTHER \_\_\_\_\_

A. If requested rezone, what is the original zoning and requested zoning (i.e. R-1 to R-2).

R1 to R2 to PD

Comprehensive Plan Designation Low Density Residential

B. If amendment to zoning code, what is the proposed amendment (please attach proposed amendment to application).

2. NAME OF APPLICANT: Carl + Candi Terkelson

ADDRESS OF APPLICANT: P.O. Box 292

Selah, wa 98942  
Carl R Terkelson Candi R Terkelson

Signature

TELEPHONE: WORK 509-697-3305 HOME 509-697-3301 Cell 509-945-0133

3. NAME OF LEGAL PROPERTY OWNER: Same as above  
(If different from applicant)

ADDRESS: \_\_\_\_\_

Carl R Terkelson Candi R Terkelson  
Signature

TELEPHONE: WORK 509-697-3305 HOME 509-697-3301 Cell 509-945-0133

4. Yakima County Assessor's office Parcel No. for Property(s) 181435-13493

LEGAL DESCRIPTION OF PROPERTY:

on plat map  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. SUMMARY OF PROPOSED rezone or zoning code amendment

: we would like to rezone from  
Low density R1 to moderate density R2 to a  
Planned development.

**PRELIMINARY PLANNED DEVELOPMENT  
OF  
SPEYERS COURT**

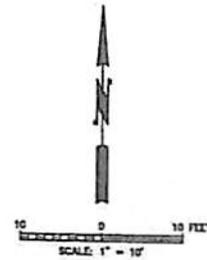
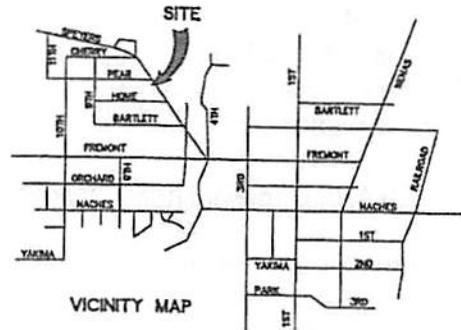
IN THE SW 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 18 EAST, W.M.  
CITY OF SELAH, YAKIMA COUNTY, WASHINGTON

**NOTES**

- TOTAL AREA OF PROPOSED SUBDIVISION IS 18023 SQ. FT./0.368 ACRES
- PERCENTAGE OF LAND COVERAGE BY IMPROVEMENTS IS 44%.
- STRUCTURES DEPICTED HEREON ARE EXISTING. NO NEW STRUCTURES ARE PROPOSED IN CONJUNCTION WITH THIS APPLICATION. ALL REQUIRED SERVICES HAVE BEEN PROVIDED (POWER, SEWER, WATER, ETC.).
- ALL STORM WATER GENERATED BY NEW IMPERVIOUS SURFACES WILL BE RETAINED ON SITE.
- SUBJECT PROPERTY AND ADJOINING PROPERTIES ARE ZONED R-1. PROPERTIES NORTH OF PEAR AVENUE ARE ZONED R-1. PROPERTIES EAST OF SPEYERS ROAD ARE ZONED PD AND R-2.
- THE OPEN SPACE/OVERFLOW PARKING AREA EASEMENTS WILL BE DEDICATED ON THE FINAL PLAT MAP OR PROVIDED FOR IN THE DEVELOPMENT COVENANTS.

**LEGAL DESCRIPTION**

LOT 1 OF THAT CERTAIN SHORT PLAT RECORDED UNDER AUDITOR'S FILE NO. 7331733, RECORDS OF YAKIMA COUNTY, WASHINGTON.



LOT #	LOT SIZE SQ. FT.	BUILDING ENVELOPE SQ. FT.	% OF BUILDING TO LOT	PARKING SPACE PER LOT	INDIVIDUAL YARD SPACE SQ. FT.	IMPERVIOUS AREA SQ. FT.
1	4843	768	15.8%	2	2320	1750
2	3375	768	22.7%	2	1178	1429
3	7805	768	9.8%	2	5565	1471

**SURVEYOR/ENGINEER**  
RICHARD L. WEHR, PLS  
PLSA ENGINEERING & SURVEYING  
1120 WEST LINCOLN AVENUE  
YAKIMA, WASHINGTON 98902

**OWNER/DEVELOPER**  
CARL TORKELSON  
TORKELSON CONSTRUCTION  
P.O. BOX 292  
SELAH, WASHINGTON 98942

**PLSA** ENGINEERING-SURVEYING-PLANNING  
1120 WEST LINCOLN AVENUE  
YAKIMA, WASHINGTON 98902  
(509) 575-6990

PRELIMINARY PLANNED DEVELOPMENT	DRAWN BY: DTL
PARCEL NO. 181435 - 13493	DATE: 2/19/2014
PREPARED FOR:	JOB NO. 14036
<b>TORKELSON CONSTRUCTION</b>	SHEET NO.
SW 1/4, NE 1/4, SEC. 35, T-14 N, R-18 E/W	1 of 1

**PARCEL NO.  
181435-13511**

D.  
10



P.O. Box 292  
Selah, Washington 98942  
Phone: (509) 697-3305  
Fax: (509) 697-3504  
torkelson@fairpoint.net

**Carl Torkelson**  
Cell: (509) 945-0133  
**Candi Torkelson**  
Cell: (509) 961-7656

*Why Pay \$1000's More? Buy Builder Direct!*

February 17, 2015

City of Selah  
Planning Commission  
113 West Naches Avenue  
Selah, WA 98942

RE: 600 A, B, C Speyers Road - Parcel #181435-13493

To Whom it May Concern:

I am requesting that my comprehensive plan amendment be sent to the Planning Commission for recommendation, then to the City Council for final approval. After this I would like my proposed planned development to go back to the Hearing Examiner for reconsideration.

Thank you,

Carl Torkelson

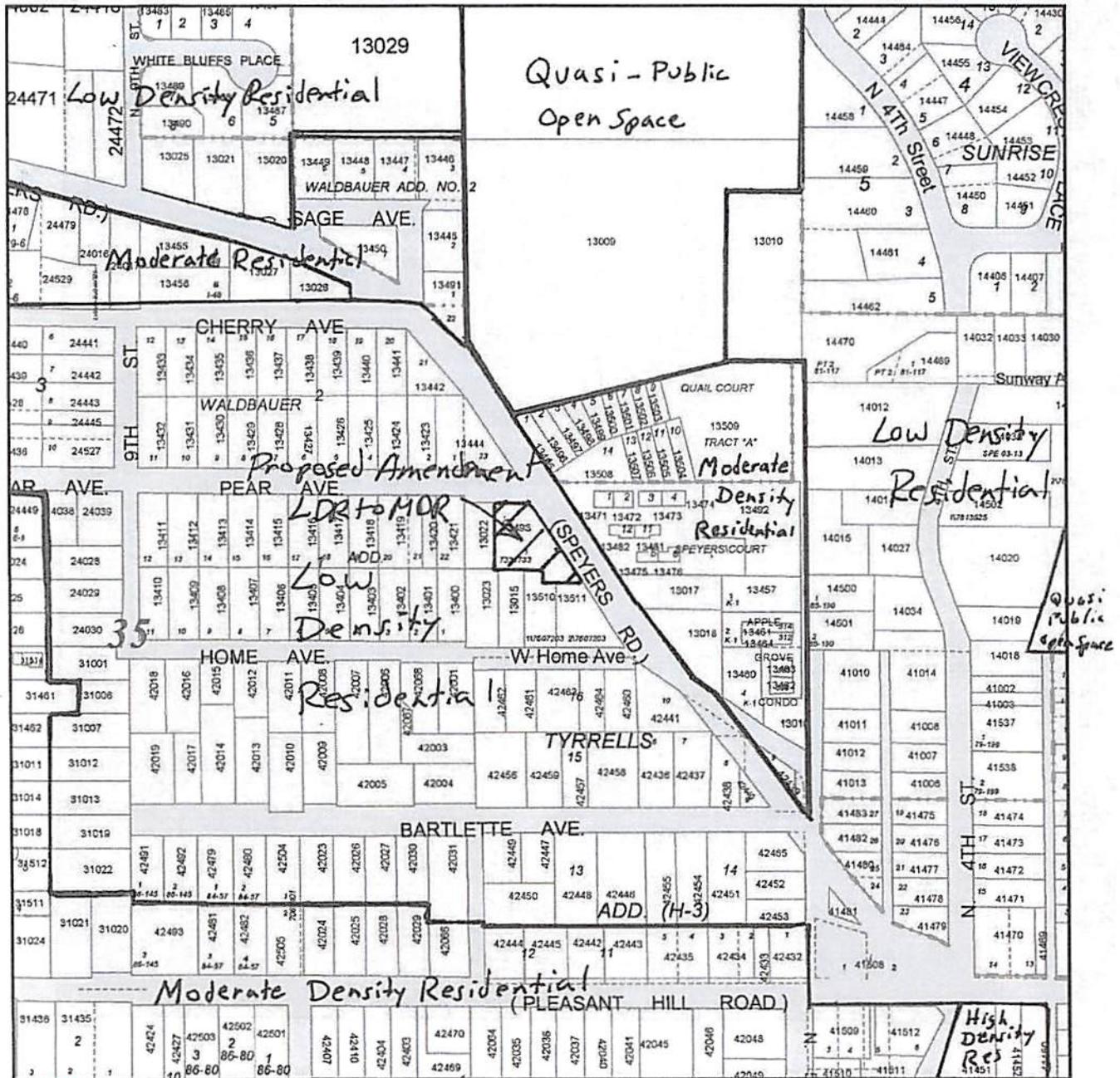
*Why Pay \$1000's More? Buy Builder Direct!*

Builder reserves the right to change floor plan or elevations

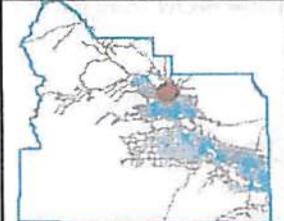
# Yakima County GIS - Washington Land Information Portal

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City Limits  
 Sections

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 Yakima County GIS  
 128 N 2nd Street  
 Yakima, WA 98901  
 (509)574-2992



## UGA Plan Amendment #2015-2

One Inch = 300 Feet  
 Feet      200      400

MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED, THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION

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PLAN AMENDMENT 2015-02

SCALE: 1" = 400'

**MODERATE DENSITY RESIDENTIAL AREAS ON SPEYERS ROAD**



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

August 11, 2015

Thomas Durant  
City Planner  
City of Selah  
222 S Rushmore Road  
Selah, Washington 98942

Dear Mr. Durant:

Thank you for sending the Washington State Department of Commerce (Commerce) the following materials as required under RCW 36.70A.106. Please keep this letter as documentation that you have met this procedural requirement.

**City of Selah - Proposed amendments to the future land use map changing 0.37 acre parcel from low density residential to moderate density residential land 0.18 acre parcel from moderate density residential to high density residential. These materials were received on August 11, 2015 and processed with the Material ID # 21521.**

We have forwarded a copy of this notice to other state agencies.

If this submitted material is an adopted amendment, then please keep this letter as documentation that you have met the procedural requirement under RCW 36.70A.106.

If you have submitted this material as a draft amendment, then final adoption may occur no earlier than October 10, 2015. Please remember to submit the final adopted amendment to Commerce within ten (10) days of adoption.

If you have any questions, please contact Growth Management Services at [reviewteam@commerce.wa.gov](mailto:reviewteam@commerce.wa.gov), or call Dave Andersen (509) 434-4491.

Sincerely,

Review Team  
Growth Management Services



# Department of Commerce

Innovation is in our nature.

## Notice of Intent to Adopt Amendment 60 Days Prior to Adoption

Indicate one (or both, if applicable):

- Comprehensive Plan Amendment**  
 **Development Regulation Amendment**

Pursuant to RCW 36.70A.106, the following jurisdiction provides notice of intent to adopt a proposed comprehensive plan amendment and/or development regulation amendment under the Growth Management Act.

<b>Jurisdiction:</b>	City of Selah
<b>Mailing Address:</b>	222 S. Rushmore Road, Selah, WA 98942
<b>Date:</b>	August 11, 2015

<b>Contact Name:</b>	Thomas R Durant
<b>Title/Position:</b>	City Planner
<b>Phone Number:</b>	(509) 698-7365
<b>E-mail Address:</b>	

<b>Brief Description of the Proposed/Draft Amendment:</b> <i>If this draft amendment is provided to supplement an existing 60-day notice already submitted, then please provide the date the original notice was submitted <u>and the Commerce Material ID number</u> located in your Commerce acknowledgement letter.</i>	<i>Example: Proposed amendment to...</i>  Annual amendments to Future Land Use Map changing 0.37 acre parcel from Low Density Residential to Moderate Density Residential and 0.18 acre parcel from Moderate Density Residential to High Density Residential.
<b>Is this action part of the scheduled review and update?</b> <i>GMA requires review every 8 years under <a href="#">RCW 36.70A.130(4)-(6)</a>.</i>	Yes: ___ No: <u>X</u>
<b>Public Hearing Date:</b>	Planning Board/Commission: September 15, 2015 Council/County Commission: October 13, 2015
<b>Proposed Adoption Date:</b>	October 13, 2015

**REQUIRED:** Attach or include a copy of the proposed amendment text or document(s). We do not accept a website hyperlink requiring us to retrieve external documents. Jurisdictions must submit the actual document(s) to Commerce. If you experience difficulty, please contact [reviewteam@commerce.wa.gov](mailto:reviewteam@commerce.wa.gov).

**UGA Plan Amendment #2015-1**

**905 W. Fremont Avenue, Parcel #181435-31024**

**Change the Future Land Use designation of 0.18 acre parcel from Moderate Density Residential (MDR) to High Density Residential (HDR). Application made by property owner.**

**UGA Plan Amendment #2015-2**

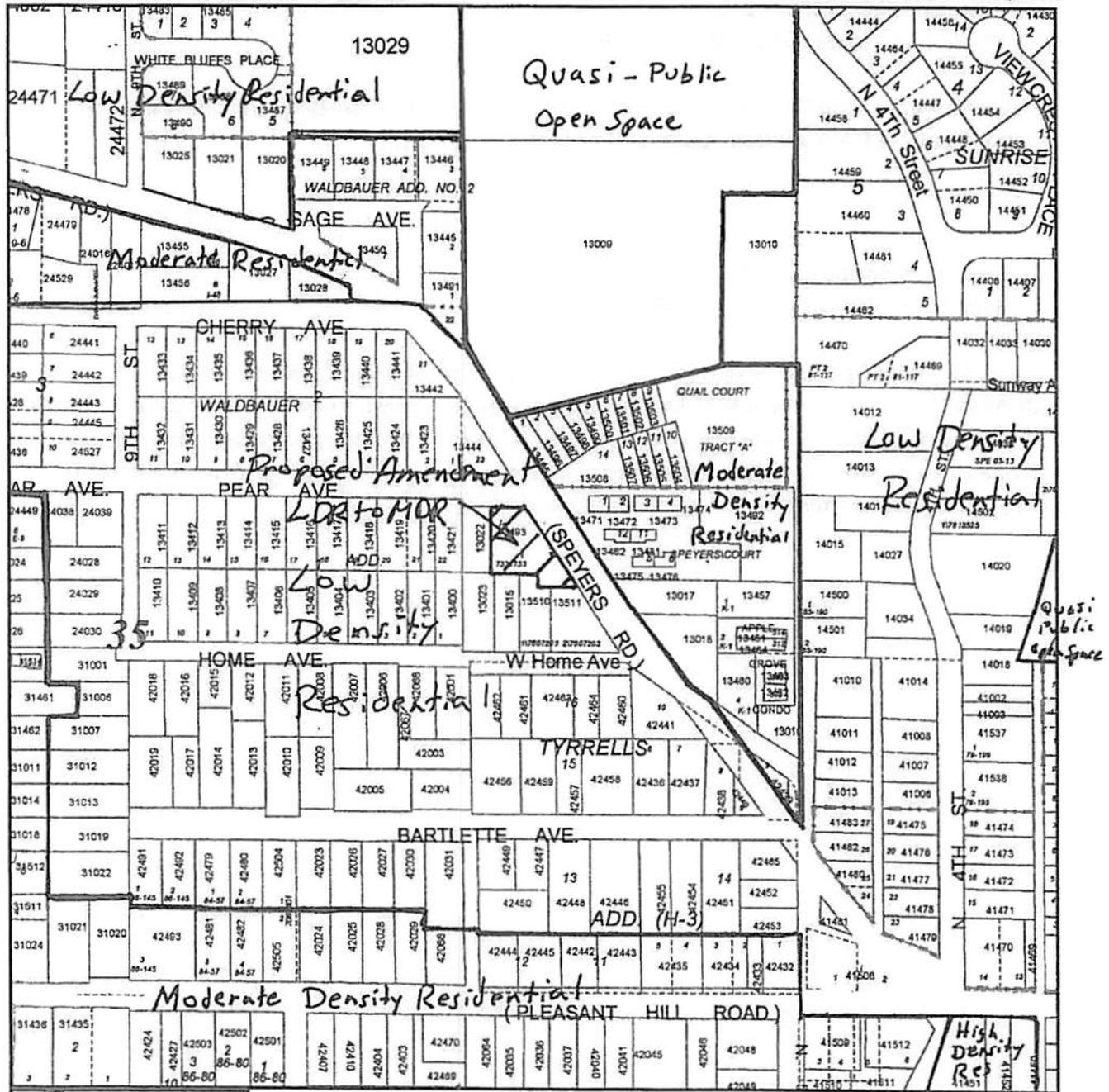
**600 Speyers Road, Parcel #181435-13493**

**Change the Future Land Use designation of 0.37 acre parcel from Low Density Residential (LDR) to Moderate Density Residential (MDR). Amendment is being initiated by the City based on mapping error. At the time of adoption, Future Land Use mapping failed to account for the existing use of the property, its orientation to MDR designated and developed property across Speyers Road and that both sides of Speyers Road is characterized by moderate density residential development.**

# Yakima County GIS - Washington Land Information Portal

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### UGA Plan Amendment #2015-2

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## **Final Determination of Nonsignificance**

- 1. Description of Proposal:** 2015 Annual Comprehensive Plan Amendments and major rezone.

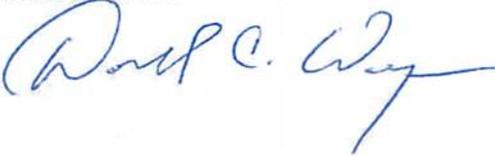
*Proposed 2005 UGA Plan Amendment 2015-1:* Carl & Candi Torkelson, change the Future Land Use designation of 0.18 acre parcel at 905 Fremont Avenue from Moderate Density Residential (MDR) to High Density Residential (HDR).

*Proposed 2005 UGA Plan Amendment 2015-2:* City initiated plan amendment to change the Future Land Use designation of a 0.37 acre parcel at 600 Speyers Road from Low Density Residential (LDR) to Moderate Density Residential (MDR) and rezone initiated by the City to change the zoning from One Family Residential (R-1) to Two Family Residential (R-2).

- 2. Proponent:** Selah Planning Department  
222 S. Rushmore Road  
Selah, WA 98942
- 3. Location of Proposal including street address, if any:** 905 Fremont Avenue: North side of Fremont Avenue about 100 feet east of N. 10<sup>th</sup> Street (Yakima County Parcel Number 181435-31024). 600 Speyers Road: SW corner of Speyers Road and Pear Avenue. (Yakima County Parcel Number: 181435-13493).
- 4. Lead Agency:** City of Selah
- 5. The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.**  
  
This DNS is issued under WAC 197-11-340(2); there is no further comment period on it.
- 6. Appeals:** You may appeal this determination to the Selah City Council by filing a written appeal with the required \$300.00 filing fee at the Selah Public Works Department, 222 S. Rushmore Road no later than 5:00 p.m. on September 16, 2015. You should be prepared to make specific factual objections. Contact the Planning Department at 698-7365 to read or ask about the procedures for SEPA appeals.
- 7. Responsible Official:** Donald C. Wayman
- 8. Position / Title:** City Administrator

9. **Address:** 222 S. Rushmore Road, Selah, Washington 98942

10. **Date:** September 9, 2015

11. **Signature** 

# ENVIRONMENTAL CHECKLIST

## INTRODUCTION:

The State Environmental Policy Act (SEPA), Chapter 43.21C, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal if it can be done) and to help the agency decide whether an EIS is required.

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly with the most precise information known or the best description you can.

You must answer each question accurately and carefully to the best of your knowledge. In most cases you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply". Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shorelines, and landmark designations. Answer these questions if you can. If you have problems the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impacts.

Complete the checklist for nonproject proposals even though questions may be answered "does not apply". In ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For nonproject actions the reference in the checklist to the words "project applicant" and "property of site" should be read as "proposal", "proposer", and "affected geographic area", respectively.

## A. **BACKGROUND** (Attach additional sheets if necessary)

### 1. **Name of proposed project, if applicable:**

2015 Annual Comprehensive Plan Amendments

### 2. **Name of Applicant:**

Selah Planning Department

### 3. **Address and phone number of applicant and contact person:**

222 S. Rushmore Road, Selah, WA 98942  
(509) 698-7365  
Thomas R. Durant, Community Planner

### 4. **Date checklist prepared:**

August 24, 2015

5. **Agency requiring checklist:**

City of Selah

6. **Proposed timing or schedule (including phasing, if applicable):**

Planning Commission will consider the amendments at a public hearing currently scheduled for September 15, 2015 and its recommendation is scheduled to be considered by the City Council on October 13, 2015. If approved, the new amendments would be in effect soon after.

7. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.**

The owner of the Speyers Road property intends to subdivide it into lots.

8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

Environmental review has been conducted for a pending rezone of the Speyers Road property to Planned Development and its subsequent subdivision into three lots. A Determination of Nonsignificance was issued by the City on July 17, 2014. The SEPA checklist prepared for that action has been reviewed and incorporated into this checklist.

9. **Do you know whether applications are pending for governmental approvals or other proposals directly affecting the property covered by your proposal? If yes, explain.**

Applications for rezone of the Speyers Road property to Planned Development and a preliminary plat to subdivide it into three lots is pending. The applications have been considered by the Hearing Examiner and a recommendation issued to the City Council which has not yet been acted on it. The proponent has submitted a new application for Planned Development rezoning that requests reconsideration of the application by the Hearing Examiner.

10. **List any government approvals or permits that will be needed for your proposal, if known.**

Recommendation by the Planning Commission and adoption by the City Council required before these amendments become effective.

Review by the Washington State Department of Commerce.

Subsequent development of the two parcels in this application include approval of a Planned Development rezone and preliminary and final plat (or short plat) for the property on Speyers Road.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

Two separate amendments of the Future Land Use Map of the Selah Comprehensive Plan are proposed:

Change the future land use designation of a 0.37 acre parcel from Low Density Residential (LDR) to Moderate Density Residential (MDR) and change its zoning from R-1 (Single Family Residential) to R-2 (Two Family Residential). This change has been initiated by the City because it appears that its designation of LDR was a mapping error and did not account for the use of it and other similar properties along Speyers Road. The property owner has applied to have it rezoned to Planned Development and to subdivide it into three lots.

Change the future land use designation of a 0.18 acre parcel from Moderate Density Residential (MDR) to High Density Residential (HDR).

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The address of the property proposed for re-designation/rezoning from LDR/R-1 to MDR/R-2 is 600 Speyers Road. It is at the southwest corner of Speyers Road and Pear Avenue. Yakima County Parcel Number is 181435-13493.

The address of the property proposed for re-designation from MDR to HDR is 905 W. Fremont Avenue. It is on the north side of Fremont Avenue, about 100 feet east of N. 10<sup>th</sup> Street. Yakima County Parcel Number is 181435-31024.

Both parcels are in Section 35, Township 14 N., Range 18 E.W.M.

13. Taxation parcel numbers(s): See response above

**TO BE COMPLETED BY APPLICANT**

**EVALUATION FOR AGENCY  
USE ONLY**

**B. ENVIRONMENTAL ELEMENTS (Attach additional sheets if necessary)**

1. **Earth**

- a. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other \_\_\_\_\_.

**b. What is the steepest slope on the site (approximate percent slope)?**

2%

**c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.**

NRCS soil classifications are Ritzville silt loam and Selah silt loam. The Selah silt loam is classified as prime farmland. None of the land in the City Limits is designated agricultural land of long-term commercial significance. These amendments should not result in the removal of these soils.

**d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

No.

**e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filing, excavation and grading proposed. Indicate source of fill.**

Based on the existing development on these parcels, very little, if any grading and excavation would be expected. Both parcels are fully developed, although the construction of new buildings is possible on the Fremont Avenue site.

**f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.**

There is a potential for erosion from clearing, construction or use.

**g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

Lot coverage of the Speyers Road site is 14% (buildings only). On the Fremont Avenue site it is 21%. The lot coverage standard of the R-2 zone is maximum 50% consisting of principal and accessory structures. For the R-3 zone, it is 80% and includes parking area as well as principal and accessory structures.

- h. **Proposed measures to reduce or control erosion, or other impacts to the earth, if any:**

Stormwater management including on-site retention, grading permits and construction stormwater permitting and control are required for new development depending on its size and scope.

2. **Air**

- a. **What types of emissions to the air would result from the proposal during construction, operation and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.**

Air emissions typically associated with residential use, dust emissions during construction and increased air emissions from vehicular traffic.

- b. **Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

No.

- c. **Proposed measures to reduce or control emissions or other impacts to air, if any:**

The Yakima County Clean Air Agency regulates emissions to the air with dust control plans required for development.

3. **Water**

- a. **Surface:**

- 1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

No.

- 2) **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

N/A.

- 3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

N/A.

- 4) **Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.**

No.

- 5) **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

No.

- 6) **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

No.

b. **Ground:**

- 1) **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses, and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.**

No, other than ground water now being withdrawn by the Selah municipal system.

- 2) **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage, industrial, containing the following chemicals; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

None.

c. **Water Runoff (including storm water):**

- 1) **Describe the source of runoff (including storm water) and method of collection and disposal, if any (including quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

Impervious surfaces including roofs, streets, parking areas, and other paved surfaces are sources of storm water runoff. On-site retention of stormwater is required for new development.

- 2) **Could waste materials enter ground or surface waters? If so, generally describe.**

It is not expected to with municipal sewer service and on-site retention of drainage.

**Does the proposal alter, or otherwise affect drainage patterns in the vicinity of the site? If so, describe.**

No.

c. **Proposed measures to reduce or control surface, ground, and runoff water and drainage pattern impacts, if any:**

Connection of new development to the municipal sewer and water systems, on-site retention of stormwater runoff and where applicable, construction stormwater permits and planning.

4. **Plants**

a. **Check the types of vegetation found on the site:**

- deciduous trees: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- Orchards, vineyards or other permanent crops.
- wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

b. **What kind of and amount of vegetation will be removed or altered?**

Little if any since both sites are developed.

c. **List threatened or endangered species known to be on or near the site.**

None known and not considered to be likely because the sites are located in a developed urban area.

d. **Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:**

None have been identified.

e. **List all noxious weeds and invasive species known to be on or near the site.**

None identified. Probably not any due to maintained landscaping on both sites.

5. **Animals**

a. **List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:**

**Bird:** hawk, heron, eagle, songbirds, other:

**Mammals:** deer, bear, elk, beaver, other:

**Fish:** bass, salmon, trout, herring, shellfish, other:

b. **List any threatened or endangered species known to be on or near the site.**

None are believed to be on or near these urbanized sites.

c. **Is the site part of a migration route? If so, explain.**

Birds probably migrate through the area

d. **Proposed measures to preserve or enhance wildlife, if any:**

None have been identified.

e. **List any invasive animal species known to be on or near the site.**

None known.

6. **Energy and Natural Resources**

- a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

Primarily electricity and natural gas. Energy needs would typically be lighting, heating and other residential energy needs.

- b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

No.

- c. **What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.**

None have been identified.

7. **Environmental Health**

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of the proposal? If so, describe.**

No.

- 1) **Describe any known or possible contamination at the site from present or past uses.**

None.

- 2) **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

None

- 3) **Describe any toxic or hazardous chemicals that might be stored, used or produced during the project's development or construction, or at any time during the operating life of the project.**

Toxic or hazardous chemicals would typically be those limited substances and amounts associated with construction and use of residential properties.

- 4) **Describe special emergency services that might be required.**

None.

- 5) **Proposed measures to reduce or control environmental health hazards, if any:**

None.

b. **Noise**

- 1) **What types of noise exist in the area which may affect your project (for example: traffic, equipment, construction, operation, other)?**

None.

- 2) **What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hour's noise would come from the site.**

Short term construction activity.

- 3) **Proposed measures to reduce or control noise impacts, if any:**

None.

8. **Land and Shoreline Use**

- a. **What is the current use of the site and adjacent properties?  
Will the proposal affect current land uses on nearby or adjacent properties?  
If so, describe.**

The Speyers Road site is occupied by three detached single family dwellings.

The Fremont Avenue site is occupied by three detached single family dwellings.

Little effect on nearby or adjacent properties is expected because at the Speyers Road site, the only actual change proposed is to subdivide the property into lots that would be owned individually and any new development of the Fremont Avenue site would be similar to that of surrounding properties, especially to the north.

- b. **Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to non-farm or non-forest use?**

If they have been used as working farmlands, it was a long time ago, because both sites are in older parts of the City. No farm or forest land of long-term commercial significance will be converted to other uses, and the sites and surrounding properties are not, nor do they qualify for current use farm or forest land tax status.

**1). Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling and harvesting? If so, how:**

No.

- c. **Describe any structures on the site.**

Three single family residential dwellings at the Speyers Road site and a three single family residential dwellings at the Fremont Avenue site.

- d. **Will any structures be demolished? If so, what?**

One of the dwellings at the Fremont Avenue site is an older house that could be demolished for future development, although it has not been proposed in the application materials that have been submitted.

- e. **What is the current zoning classification of the site?**

The Speyers Road site is zoned R-1 – One Family Residential. The Fremont Avenue site is zoned R-2 – Two Family Residential.

f. **What is the current comprehensive plan designation of the site?**

The Speyers Road site is designated Low Density Residential. The Fremont Avenue site is designated Moderate Density Residential.

g. **If applicable, what is the current shoreline master program designation of the site?**

N/A.

h. **Has any part of the site been classified critical area by the city or county? If so specify.**

No.

i. **Approximately how many people would reside or work in the completed project?**

Based on the current use of the Speyers Road property and site plan submitted with the application for the Fremont Avenue site, up to six families would reside in the two properties.

j. **Approximately how many people would the completed project displace?**

None.

k. **Proposed measures to avoid or reduce displacement impacts, if any:**

N/A.

l. **Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:**

There is no change in the Speyers Road site because it is already developed and the only proposed change is to provide for three individual lots.

The amendment is being proposed as correcting an error because the three dwelling units were in existence at the time the property was designated Low Density Residential and rezoned R-1, and were at a density consistent with Moderate Density Residential designation. There are also existing, similarly developed MDR designated properties across Speyers Road from the site and the dwellings on the site face those higher density areas while bordering lower density residential areas on rear property lines, rather than along the streets.

Moderate Density Residential designated and developed areas are located on both sides of Speyers Road although not continuously. The designation of this site is consistent with that pattern.

Because of the small size of the Fremont Avenue site, the highest number of dwelling units that would be possible under the High Density Residential Plan designation is four, one more than existing.

- m. **Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:**

N/A.

9. **Housing**

- a. **Approximately how many units would be provided, if any?  
Indicate whether high, middle, or low-income housing.**

Six existing units based on the existing use of the Speyers Road site and the site plan submitted with the Fremont Avenue application. No more than one additional new dwelling unit would be possible on the Fremont Avenue site based on the maximum High Density Residential density of 24 dwelling units per acre, although the application does not indicate that it is being proposed. The existing units are occupied by middle income tenants.

- b. **Approximately how many units, if any, would be eliminated?  
Indicate whether high, middle, or low-income housing.**

None proposed.

- c. **Proposed measures to reduce or control housing impacts, if any:**

None.

10. **Aesthetics**

- a. **What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

The maximum building height of the R-2 zone is 35 feet.

- b. **What views in the immediate vicinity would be altered or obstructed?**

No alteration of views at the Speyers Road site because there are no proposed changes. At Fremont Avenue the views may be altered slightly if

there is new construction.

**c. Proposed measures to reduce or control aesthetic impacts, if any:**

None proposed. Since this proposal does not include a rezone of the Fremont Avenue site to R-3, the maximum 35 foot height limitation of the R-2 zone would continue to apply.

**11. Light and Glare**

**a. What type of light or glare will the proposal produce?  
What time of day would it mainly occur?**

Outside and street lighting.

**b. Could light or glare from the finished project be a safety hazard or interfere with views?**

No.

**c. What existing off-site sources of light or glare may affect your proposal?**

None.

**d. Proposed measures to reduce or control light and glare impacts, if any:**

None.

**12. Recreation**

**a. What designated and informal recreational opportunities are in the immediate vicinity?**

Several parks in the City.

**b. Would the proposed project displace any existing recreational uses? If so, describe.**

No.

**c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

Common open areas are shown on the site plans for both sites.

13. **Historic and Cultural Preservation**

- a. **Are there any buildings, structures, or places or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.**

None identified.

- b. **Are there any landmarks, features or other evidence of Indian or historic use or occupation. This may include human burials or old cemeteries. Is there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

None identified.

- c. **Describe the methods uses to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

None.

- d. **Proposed measures to avoid, minimize, or reduce or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

None.

14. **Transportation**

- a. **Identify public streets and highways serving the site or affected geographic area, and describe proposed access to the existing street system. Show on site plans, if any.**

City streets include W. Fremont Avenue and N. 10th Street at the Fremont site; Speyers Road, Speyers Road and Pear Avenue at the Speyers Road site.

- b. **Is site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

Selah is served by transit. The nearest stop is located at Speyers and N. 11th Street about ½ mile from the Speyers Road property and ¾ mile from the Fremont Avenue property.

- c. **How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?**

None

- d. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways?**

**If so, generally describe (indicate whether public or private).**

Not expected to.

- e. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

No.

- f. **How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur and what percentage of the volumes would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?**

Up to thirty trips per day at Speyers Road and 40 trips per day at the Fremont Avenue site based on assumed 10 trips per day per unit for single family residential. Peak hours would be the morning and evening peak hours typical of single family residential. Minimal truck and commercial vehicle traffic.

- f. **Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

No.

g. **Proposed measures to reduce or control transportation impacts, if any:**

None.

15. **Public Services**

a. **Would the project result in an increased need for public services**  
(for example: fire protection, police protection, public transit, health care, schools, other)?  
**If so, generally describe.**

No.

b. **Proposed measures to reduce or control direct impacts on public services, if any.**

None.

16. **Utilities**

a. **Circle utilities currently available at the site: electricity,**  
**natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.**

All of these utilities are available except for septic system.

b. **Describe the utilities that are proposed for the project,**  
**the utility providing the service, and the general construction**  
**activities on the site or in the immediate vicinity which might**  
**be needed.**

Both properties are currently served by all utilities. The only future construction activities would be if an existing unit was reconstructed or a new unit added and would be minor. This is most likely to occur at the Fremont Avenue site.

**C. SIGNATURES      The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.**

Signature of Proponent or Person Completing Form



Date: 8/24/15

**D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS** (do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. **How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?**

Since both of the proposed sites are now mostly developed, there would be very little if any increase in any of these. The most likely would be short term noise and dust associated with any new construction.

**Proposed measures to avoid or reduce such increases are:**

None beyond the current regulatory requirements for discharges, emissions and noise.

2. **How would the proposal be likely to affect plants, animals, fish, or marine life?**

Little if any impact on plants, animals and fish since both are landscaped sites in developed urban areas.

**Proposed measures to protect or conserve plants, animals, fish, or marine life are?**

None.

3. **How would the proposal be likely to deplete energy or natural resources?**

The use of energy and natural resources is low given the low intensity residential use, small size and low population of the sites.

**Proposed measures to protect or conserve energy and natural resources are:**

None.

4. **How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplain, or prime farmlands?**

No expected impact on these areas.

**Proposed measures to protect such resources or to avoid or reduce impacts are:**

None.

5. **How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?**

Designation of the Fremont site could allow higher density development than currently permitted in surrounding areas, but it would only amount to one additional dwelling unit.

**Proposed measures to avoid or reduce shoreline and land use impacts are:**

Based on the site plan submitted by the applicant with the Fremont Avenue application, only three dwelling units are intended, the number of units currently existing.

6. **How would the proposal be likely to increase demands on transportation or public services and utilities?**

Insignificant demands on transportation, public services and utilities because at most the number of existing units would be increased by one.

**Proposed measures to reduce or respond to such demand(s) are:**

None.

7. **Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

There are no known conflicts.

**CITY OF SELAH PLANNING COMMISSION  
CITY OF SELAH CITY COUNCIL  
NOTICE OF PUBLIC HEARINGS  
NOTICE OF ENVIRONMENTAL REVIEW**

The City of Selah hereby provides notice that the Planning Commission will conduct public hearings on September 15, 2015 to consider proposed amendments to the 2005 Selah Urban Growth Area Comprehensive Plan and an amendment to the Official City of Selah Zoning Map.

The City of Selah hereby provides notice that the City Council will conduct public hearings on October 13, 2015 to consider the proposed amendments to the 2005 Selah Urban Growth Area Comprehensive Plan and an amendment to the Official City of Selah Zoning Map.

The Planning Commission public hearing on September 15, 2015 will consider the following two actions and the City Council public hearing on October 13, 2015 will consider the Planning Commission's recommendations on the two actions.

*Proposed 2005 UGA Plan Amendment 2015-1: Carl & Candi Torkelson, change the Future Land Use designation of Parcel 181435-31024 at 905 Fremont Avenue from Moderate Density Residential (MDR) to High Density Residential (HDR).*

*Proposed 2005 UGA Plan Amendment 2015-2: City initiated plan amendment to change the Future Land Use designation of Parcel 181435-13493 at 600 Speyers Road from Low Density Residential (LDR) to Moderate Density Residential (MDR) and Proposed Zoning Map Amendment 914.61.15-02 initiated by the City to change the zoning from One Family Residential (R-1) to Two Family Residential (R-2). These actions are being initiated by the City to correct a mapping error, because the Future Land Use designation applied to this property by the 2005 comprehensive plan and subsequent rezoning failed to consider the existing use of the property, adjacent land uses and the pattern of development in the vicinity along Speyers Road.*

The Planning Commission and City Council Hearings will be held in the City of Selah Council Chambers, 115 W. Naches Avenue, Selah, WA. The Planning Commission hearings on Tuesday September 15, 2015 commence at 5:30 p.m. or as soon thereafter as practical. City Council hearings commence Tuesday October 13, 2015 at 4:00 p.m. or as soon thereafter as practical. The Planning Commission will accept public testimony and written comments at the public hearings and will consider them in their recommendations to the City Council. The City Council will consider the Planning Commission's recommendations, testimony received at the public hearings and written comments received prior to issuing the final decisions on the proposal.

**Request for Comments:** Your views on the proposed amendments are requested. All written comments received will be considered at the public hearings. Please mail your comments to the City of Selah Planning Department, 222 South Rushmore Road, Selah, WA 98942, FAX them to (509) 698-7372 or send them by email to [tdurant@ci.selah.wa.us](mailto:tdurant@ci.selah.wa.us). Be sure to reference Plan Amendment number UGA 2015-1 or 2015-2 in your correspondence.

**Environmental Review:** The City of Selah is the lead agency for this proposal under the State Environmental Policy Act (SEPA) and has determined that it does not have probable significant adverse environmental impacts. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c) and a Determination of Nonsignificance (DNS) is being issued under WAC 197-11-340(2). Written comments on the DNS will be accepted during a 14 day comment period that ends on September 8, 2015. This decision was made after a review of a completed environmental checklist and other information on file with the lead agency.

Copies of the proposed amendments may be obtained at the City of Selah Planning Department, 222 South Rushmore Road, Selah, WA at (509) 698-7365 during regular business hours (8:00 a.m. to 5:00 p.m.)

Dated this 26th day of August, 2015.

/s/ Thomas R. Durant, Community Planner

(574569) August 27, 2015

Courtesy of Yakima Herald-Republic

**CITY OF SELAH PLANNING COMMISSION  
CITY OF SELAH CITY COUNCIL  
NOTICE OF PUBLIC HEARINGS  
(RESCHEDULED)**

The City of Selah hereby provides notice that the Planning Commission has rescheduled its public hearings to consider proposed amendments to the 2005 Selah Urban Growth Area Comprehensive Plan and an amendment to the Official City of Selah Zoning Map to October 6, 2015.

The City of Selah hereby provides notice that the City Council will conduct public hearings on October 27, 2015 to consider the proposed amendments to the 2005 Selah Urban Growth Area Comprehensive Plan and an amendment to the Official City of Selah Zoning Map.

The Planning Commission public hearing on October 6, 2015 will consider the following two actions and the City Council public hearing on October 27, 2015 will consider the Planning Commission's recommendations on the two actions.

***Proposed 2005 UGA Plan Amendment 2015-1: Carl & Candi Torkelson, change the Future Land Use designation of Parcel 181435-31024 at 905 Fremont Avenue from Moderate Density Residential (MDR) to High Density Residential (HDR).***

***Proposed 2005 UGA Plan Amendment 2015-2: City initiated plan amendment to change the Future Land Use designation of Parcel 181435-13493 at 600 Speyers Road from Low Density Residential (LDR) to Moderate Density Residential (MDR) and Proposed Zoning Map Amendment 914.61.15-02 initiated by the City to change the zoning from One Family Residential (R-1) to Two Family Residential (R-2). These actions are being initiated by the City to correct a mapping error, because the Future Land Use designation applied to this property by the 2005 comprehensive plan and subsequent rezoning failed to consider the existing use of the property, adjacent land uses and the pattern of development in the vicinity along Speyers Road.***

The Planning Commission and City Council Hearings will be held in the City of Selah Council Chambers, 115 W. Naches Avenue, Selah, WA. The Planning Commission hearings on Tuesday October 6, 2015 commence at 5:30 p.m. or as soon thereafter as practical. City Council hearings commence Tuesday October 27, 2015 at 6:30 p.m. or as soon thereafter as practical. The Planning Commission will accept public testimony and written comments at the public hearings and will consider them in their recommendations to the City Council. The City Council will consider the Planning Commission's recommendations, testimony received at the public hearings and written comments received prior to issuing the final decisions on the proposal.

**Request for Comments:** Your views on the proposed amendments are requested. All written comments received will be considered at the public hearings. Please mail your comments to the City of Selah Planning Department, 222 South Rushmore Road, Selah, WA 98942, FAX them to (509) 698-7372 or send them by email to [tdurant@ci.selah.wa.us](mailto:tdurant@ci.selah.wa.us). Be sure to reference Plan Amendment number UGA 2015-1 or 2015-2 in your correspondence. Copies of the proposed amendments may be obtained at the City of Selah Planning Department, 222 South Rushmore Road, Selah, WA at (509) 698-7365 during regular business hours (8:00 a.m. to 5:00 p.m.)

Dated this 22nd day of September, 2015.

/s/ Thomas R. Durant, Community Planner

(582809) September 25, 2015

Courtesy of Yakima Herald-Republic



**CITY OF SELAH  
AFFIDAVIT OF MAILING**

**STATE OF WASHINGTON  
COUNTY OF YAKIMA**

I, Caprise Groo, being first duly sworn on oath dispose and says:

I am an employee of the City of Selah, 222 South Rushmore Road, Selah, Washington; that I did on the 27 day of Aug, 2015 caused to be mailed, 209 envelopes, containing a true and correct copy of a Notice of Public Hearing and Environmental review of 2005 Selah Urban Growth Area Comprehensive Plan 2015-1 and 2005 Selah Urban Growth Area Comprehensive Plan 2015-2. Said envelopes mailed from Selah, WA. with the correct first class postage and addressed to the owners of property listed by the Yakima County Treasurer as being the legal owners of real property located within 600 feet of the proposal.

A listing of the legal owners of real property to whom notice has been mailed is contained in files UGA Plan Amendment 2015-1 and UGA Plan Amendment 2015-2

Caprise Groo  
Caprise Groo

**STATE OF WASHINGTON  
COUNTY OF YAKIMA**

On this day personally appeared before me Caprise Groo to me known to be the individual referenced herein and who caused to be mailed the Notice of Public Hearing and Environmental review of 2005 Selah Urban Growth Area Comprehensive Plan 2015-1 and 2005 Selah Urban Growth Area Comprehensive Plan 2015-2

Given under my hand and official seal this 27<sup>th</sup> day of August, 2015.

Cynthia L. Graziano  
Cynthia L. Graziano

Notary Public in and for the State of Washington, residing at Yakima, WA. My term expires 07/14/18.



**CITY OF SELAH  
AFFIDAVIT OF MAILING**

STATE OF WASHINGTON  
COUNTY OF YAKIMA

I, Caprise Groo, being first duly sworn on oath depose and says:

I am an employee of the City of Selah, 222 South Rushmore Road, Selah, Washington; that I did on the 25<sup>th</sup> day of Sept, 2015 caused to be mailed, 206 envelopes, containing a true and correct copy of a Notice of Public Hearing and Environmental review of 2005 Selah Urban Growth Area Comprehensive Plan 2015-1 and 2005 Selah Urban Growth Area Comprehensive Plan 2015-2. Said envelopes mailed from Selah, WA. with the correct first class postage and addressed to the owners of property listed by the Yakima County Treasurer as being the legal owners of real property located within 600 feet of the proposal.

A listing of the legal owners of real property to whom notice has been mailed is contained in files UGA Plan Amendment 2015-1 and UGA Plan Amendment 2015-2

Caprise Groo  
Caprise Groo

STATE OF WASHINGTON  
COUNTY OF YAKIMA

On this day personally appeared before me Caprise Groo to me known to be the individual referenced herein and who caused to be mailed the Notice of Public Hearing and Environmental review of 2005 Selah Urban Growth Area Comprehensive Plan 2015-1 and 2005 Selah Urban Growth Area Comprehensive Plan 2015-2

Given under my hand and official seal this 25<sup>th</sup> day of September, 2015.

Cynthia L Graziano  
Cynthia L Graziano

Notary Public in and for the State of Washington, residing at Yakima, WA. My term expires 7/14/18.



18143513427 /8  
HANNA, GARY WILLIAM & JANICE 801 W  
PEAR AVE  
SELAH, WA 98942

181435-Multiple Parcels  
TORKELSON, CARL 7 CANDI  
PO BOX 292  
SELAH, WA 98942-0292

18143513429  
BLODGETT, DAVID & KRISTEN  
803 W PEAR AVE  
SELAH, WA 98942

18143513430  
OCHOA, BLANCA E  
805 W PEAR AVE  
SELAH, WA 98942

18143513436  
POLITTE, DAN L  
1915 FRUITVALE BLVD.  
YAKIMA, WA 98902-1242

18143513437  
MITCHELL, JIM C  
800 W CHERRY AVE.  
SELAH, WA 98942

18143513438  
EVERTS, HEIDI K  
708 W CHERRY AVE  
SELAH, WA 98942-1054

18143513439  
WILLIS, MARY G  
706 W CHERRY AVE  
SELAH, WA 98942

18143513440  
CROUCH, THOMAS W & COLLEEN 704 W  
CHERRY AVE.  
SELAH, WA 98942-1054,

18143513441  
SCHOORDYK, PETE & SHARON A  
702 W CHERRY AVE.  
SELAH, WA 98942-1054

18143513442  
GONZALES, MARIA I  
608 SPEYERS RD  
SELAH, WA 98942

18143513444  
PIETI, DIANA  
701 W PEAR AVE  
SELAH, WA 98942,

18143513445  
DELV PROPERTIES LLC  
9930 ORCHARD AVE  
YAKIMA, WA 98908

18143513450  
KUNTZ, CHAD THOMPSON & BOYD  
701 SPEYERS RD  
SELAH, WA 98942-1052

18143513457  
TURPIN, LAVINA M  
316 N 5TH ST  
SELAH, WA 98942

18143513460/06  
PORTER, PAM  
1601 CEDAR LN  
SELAH, WA 98942

18143513461/13464  
FREEBORN, JOHN S & KATHY  
120 COLLINS RD  
SELAH, WA 98942,

18143513462  
RICHARDSON, SHANNON  
308 N 5TH ST  
SELAH, WA 98942-1112

18143513463  
BRIGGS, IRA & SHELLY  
310 N 5TH ST  
SELAH, WA 98942

181435-Multiple Parcels  
ROBERTS & JANETTE GOODWIN,  
601 SPEYERS RD # G  
SELAH, WA 98942

18143513491  
THOMPSON, BOYD P KUNTZ  
701 SPEYERS RD  
SELAH, WA 98942-1052

18143514013  
HARP, ROBERT R & WILMA  
410 N 4TH ST  
SELAH, WA 98942

18143514014  
WILSON, JASON & ALITA A  
408 N 4TH ST  
SELAH, WA 98942

18143514015  
BROWN, CATHEY W  
PO BOX 4  
SELAH, WA 98942-0004

18143514500  
NELSON, CHARLES & SHAWN  
315 N 5TH ST  
SELAH, WA 98942

18143514501  
WELLER, THEODORE A & MARIA  
311 N 5TH ST  
SELAH, WA 98942

18143542001  
RAAP, DOUGLA W & LISA M  
PO BOX 711  
SELAH, WA 98942-0711

18143542003  
RATH, RANDY L & DEBRA  
304 N 7TH ST  
SELAH, WA 98942-1061,

18143542004  
MOORE, JANICE E  
705 N 48TH AVE  
YAKIMA, WA 98908,

18143542005  
CARLTON, VICTORIA A  
1705 W ORCHARD AVE  
SELAH, WA 98942

18143542006  
MERRELL, MICHAEL  
706 W HOME AVE  
SELAH, WA 98942,

18143542007  
PORTER, BRIAN & JOY MARIE  
708 W HOME AVE  
SELAH, WA 98942-1032

18143542008  
WILSON REAL ESTATE V LLC  
1104 E MEAD AVE  
YAKIMA, WA 98903

18143542009  
CAMACHO, ELISANDRA  
709 W BARTLETT AVE  
SELAH, WA 98942

18143542010  
BOWERS, DOUGLAS D & PAULA M  
801 W BARTLETT AVE  
SELAH, WA 98942

18143542011  
HEDE, KELLY LYNN  
802 W HOME AVE  
SELAH, WA 98942

18143542012  
LUCAS, DARREN SCOTT & AMY  
804 W HOME AVE  
SELAH, WA 98942-1034

18143542013  
MANLEY, ANNA ETHEL  
C/O BETTIE MANLEY WAITS,  
10825 SE 212TH ST  
KENT, WA 98031

18143542015  
EDLIN, AIMEE  
806 W HOME AVE  
SELAH, WA 98942-1034

18143542030  
PRADO, MARTIN & ADOLFINA  
11474 ROAD E SE  
OTHELLO, WA 99344-9609

18143542031  
BOWERS FAMILY HOLDING TRUST  
PO BOX 35  
SELAH, WA 98942-0035

18143542436  
CLOSE-SCHIBIG, JURGEN  
507 W BARTLETT AVE  
SELAH, WA 98942

18143542437  
BRONSON, RICHARD & DEBORAH  
505 W BARTLETT AVE  
SELAH, WA 98942

18143542438/40  
WENDFELDT, SANDRA L  
1120 LIGHT GREEN CT  
KETTLE FALLS, WA 99141

18143542441  
PERALTA JR, GUILLERMO  
504 SPEYERS RD  
SELAH, WA 98942-1071

18143542446  
MCINNIS, TYSON, WALTER, RONALD  
B,MCINNIS, JENNY  
602 W BARTLETT AVE  
SELAH, WA 98942-1004

18143542447  
ALVAREZ, SERGIO & SHIRLEY G  
606 W BARTLETT AVE  
SELAH, WA 98942

18143542448/49  
GARNER, JAMES & DONNA  
PO BOX 879  
SELAH, WA 98942

18143542456  
ARCHER, MATTHEW W & CARA L  
607 W BARTLETT AVE  
SELAH, WA 98942-1003

18143542457  
GAWLIK, JOHN J & SHEILA E  
603 W BARTLETT AVE  
SELAH, WA 98942

18143542458  
KOHLER, ANDREW M & MELANIE  
601 W BARTLETT AVE  
SELAH, WA 98942

18143542458  
KOHLER, ANDREW M & MELANIE  
601 W BARTLETT AVE  
SELAH, WA 98942

18143542459  
BAEZ, CONCEPCION  
10 JOHNSON RD  
SELAH, WA 98942

18143542460  
CRIDER, RONALD L JR  
602 W HOME AVE  
SELAH, WA 98942-1030

18143542461  
DUNBAR, MARK R  
PO BOX 1060  
SELAH, WA 98942

18143542461  
DUNBAR, MARK R  
PO BOX 1060  
SELAH, WA 98942

18143542462  
BIRD, ANITA  
610 W HOME AVE  
SELAH, WA 98942

18143542463  
ESQUIVEL, ARMANDO & TONYA  
703 DAUGHERTY PL  
SELAH, WA 98942

18143542464  
BLEDSOE, WILLIAM  
105 N RAILROAD AVE  
ELLENSBURG, WA 98926

18143513426  
KELLY, PATRICK W  
709 W PEAR AVE  
SELAH, WA 98942

WASHINGTON STATE – INSTITUTIONS  
609 SPEYERS RD,  
SELAH, WA 98942  
18143513009

HAWKES, ANNABELLE  
509 SPEYERS RD  
SELAH, WA 98942-1049  
181435-13017

PENDLETON JR, RONALD R  
400 ALPS RD  
MOXEE, WA 98936-9794  
18143513023

BIGGERS, TIMOTHY J & CHRISTINA  
703 W HOME AVE  
SELAH, WA 98942  
18143513401

CALVERT, A LORRAINE  
709 W HOME AVE  
SELAH, WA 98942  
18143513404

HOY, DELVIN & SHIRLEY JOHNSON  
803 W HOME AVE  
SELAH, WA 98942-1033  
18143513407

18143513414  
TYRRELL, KURT C & AUBREY J  
806 W PEAR AVE  
SELAH, WA 98942-1040

18143513417  
OZUNA, JARED & RHONDA  
110 S 57TH ST  
YAKIMA, WA 98901

18143513420  
RANEY, THOMAS P & TERESA J  
700 W PEAR AVE  
SELAH, WA 98942

18143513424  
MARTINEZ, NABOR F JR & RUTH  
705 W PEAR AVE  
SELAH, WA 98942-1037

SELAH CITY  
115 W NACHES AVE  
SELAH, WA 98942  
Multiple Parcels

CARVO, MELLERY ROSE  
507 SPEYERS RD  
SELAH, WA 98942  
18143513018

BEKSINSKI, JEFF & MENDY  
270 MAPLEWAY RD  
SELAH, WA 98942  
18143513028

REYES, JUAN D & KARI A  
705 W HOME AVE  
SELAH, WA 98942  
18143513402

RIES, JANET M  
711 W HOME AVE  
SELAH, WA 98942-1031  
18143513405

18143513408  
YERGEN, HEIDI C.  
805 W HOME AVE  
SELAH, WA 98942-1033

18143513415  
DANFORTH, TEMPA D  
804 W PEAR AVE  
SELAH, WA 98942

18143513418  
DERREY, MARION L & KAREN V  
706 W PEAR AVE  
SELAH, WA 98942

18143513421  
RANEY, THOMAS P & TERESA J  
700 W PEAR AVE  
SELAH, WA 98942

MORRIS, DOROTHY D  
PO BOX 322,  
SELAH, WA 98942-0322  
18143513015

JONES, JASON A & STACY L  
610 W PEAR AVE  
SELAH, WA 98942  
18143513022

COFFMAN, WALLACE & WILMA  
4309 E HILLCREST DR  
YAKIMA, WA 98901-1373  
18143513400

DESHAW, KELLY P  
PO BOX 10061  
YAKIMA, WA 98909-1061  
18143513403

18143513425  
OWENS FAMILY LIMITED PARTSHIP  
PO BOX 129  
SELAH, WA 989420129

18143513413  
OCHOA, JESUS & MARIA  
808 W PEAR AVE  
SELAH, WA 98942-1040

18143513416  
RISHKY, JOHN G & KIMBERLY A  
802 PEAR AVE  
SELAH, WA 98942

18143513419  
CRABB, STEPHEN & CATHERINE  
3200 SPEYERS RD  
SELAH, WA 98942

18143513423  
SMITH, AMANDA  
703 W PEAR AVE  
SELAH, WA 98942-1037

181435-31445  
HITE, DEVON LAVONNE  
905 W NACHES AVE,  
SELAH, WA 98942,

181435-31446  
RHOADES, ALVAH P & PEGGY  
903 W NACHES AVE,  
SELAH, WA 98942,

181435-42407  
ROBEL FAMILY HOLDING TRUST  
810 BUFFALO RD,  
SELAH, WA 98942,

181435-42410  
DANIELSON, T /POTTS, J  
708 W FREMONT AVE  
SELAH, WA 98942,

181435-42025  
PADDOCK, LYNN E & DEBRA  
707 W FREMONT AVE,  
SELAH, WA 98942-1209

181435-42026  
CRAWFORD, ROBERT & MARJORIE  
708 W BARTLETT AVE,  
SELAH, WA 98942

181435-42009  
CAMACHO, ELISANDRA  
709 W BARTLETT AVE,  
SELAH, WA 98942

181435-42012  
LUCAS, DARREN & AMY  
804 W HOME AVE,  
SELAH, WA 98942-1034,

DUBINETSKY, VASILY & YEVGENIA  
401 N 10TH ST,  
SELAH, WA 98942,

MAROOF, ABDUL  
710 W HOME AVE,  
SELAH, WA 98942

UNDERWOOD, DIANE LYNN  
402 N 9TH ST,  
SELAH, WA 98942-1012

ALMEIDA, ROBERT  
PO BOX 1034,  
YAKIMA, WA 98907

EBERLE, ROBERT E & PHYLLIS  
460 BAKER RD,  
SELAH, WA 98942,

RUSSELL, LEE R & JUDY M  
310 N 9TH ST,  
SELAH, WA 98942

STORSETH, D. CRAIG  
402 WESTRIDGE RD,  
SELAH, WA 98942

SUTTON, MICHAEL & LINDA  
306 N 9TH ST,  
SELAH, WA 98942-1010

COY, WALTER T II & MARY A  
2004 E 1ST AVE,  
ELLENSBURG, WA 98926-9021

BANK OF AMERICA NA  
PO BOX 54285,  
IRVINE, CA 92619

KNOEPFLE, RODNEY L  
302 N 9TH ST,  
SELAH, WA 98942

CUEVAS, CONSUELO  
301 N 10TH ST  
SELAH, WA 98942

DE MESTRE, ADRIAN & JESSICA  
207 N 11TH ST,  
SELAH, WA 98942

LEWIS, CRYSTAL  
60 LYLE AVE,  
SELAH, WA 98942

CUEVAS, NASARIO P  
1300 OLD STAGE WAY,  
YAKIMA, WA 98908

ROBEL FAMILY HOLDING TRUST  
810 BUFFALO RD,  
SELAH, WA 98942,

TREAT, JAMIE W  
PO BOX 552,  
SELAH, WA 98942-0552,

ERICKSON, PETER  
903 W FREMONT AVE,  
SELAH, WA 98942-1213

JENNINGS, CHRIS M  
903 1/2 W FREMONT,  
SELAH, WA 98942

TORKELSON, CARL L & CANDI R  
PO BOX 292,  
SELAH, WA 98942-0292,

LAURVICK FAMILY HOLDING TRUST  
121 JOHNSON RD,  
SELAH, WA 98942,

GARCIA, MARIANO BARRIOS  
910 PITCHER ST,  
YAKIMA, WA 98902,

ANTUNEZ, GAVICEL  
401 N 6TH ST,  
YAKIMA, WA 98901

LEWIS, CRYSTAL D  
60 LYLE AVE,  
SELAH, WA 98942

RAPP, M HELEN  
206 N 10TH ST,  
SELAH, WA 98942

BEKSINSKI, JEFF M & MENDY L  
270 MAPLE WAY RD,  
SELAH, WA 98942,

BAKER, DARRELL D & JANNA G  
1003 W FREMONT AVE,  
SELAH, WA 98942-1239

ALLAN, KENNETH R & TAMMY E  
312 S 1ST ST,  
SELAH, WA 98942,

WILSON REAL ESTATE VII LLC  
1104 E MEAD AVE,  
YAKIMA, WA 98903,

NIELSEN, MERLIN D, WANDLER, THERESA L  
1104 W FREMONT AVE  
, SELAH, WA 98942-1242,

NEUMAN, RONALD & BECKY  
102 W FREMONT AVE  
, SELAH, WA 98942-1242,

HILLS, CHERYL L  
MICHAEL R BUSH  
. 1101 W ORCHARD AVE,  
SELAH, WA 98942

MARTIN, BRENT R & SHIRLEY D  
908 W FREMONT AVE,  
SELAH, WA 98942-1214

TRANCHELL, SAVANNAH & THOMAS  
902 W ORCHARD AVE,  
SELAH, WA 98942

GONZALEZ, CARLOS M  
900 W ORCHARD AVE,  
SELAH, WA 98942-1268,

RIST, BEVERLY A  
905 W ORCHARD AVE,  
SELAH, WA 98942

NIELSEN, MERLIN D, WANDLER, THERESA L  
1104 W FREMONT AVE,  
SELAH, WA 98942-1242,

DIAZ JR, ISMAEL, LARIOS, ADRIANA N  
19630 SUMMITVIEW RD,  
TIETON, WA 98947, 181435

DEATHERAGE, DIANA KAYE HARRIS  
907 GOODLANDER CIRCLE,  
SELAH, WA 98942-9405, 181435

DEATHERAGE, CHRISTOPHER M & JILL M  
1006 W FREMONT AVE,  
SELAH, WA 98942

DENNIS, DAVID R  
1008 W FREMONT AVE,  
SELAH, WA 98942

MILLER, RONALD R & SHERYL A  
1007 W ORCHARD AVE,  
SELAH, WA 98942

JONES, BEVERLY E  
1003 W ORCHARD AVE,  
SELAH, WA 98942-1269

TEAFORD FAMILY HOLDING TRUST  
102 N 10TH ST,  
SELAH, WA 98942-1287

WILLIAMS, MICHAEL E & ADELE M  
904 W FREMONT AVE,  
SELAH, WA 98942-12145

RICHTER, TYSON J  
906 W FREMONT AVE,  
SELAH, WA 98942

ELLIOTT, LAURIE L  
103 N 10TH ST,  
SELAH, WA 98942-1288

JENSEN, DANIEL R & NANCY L  
16100 SE EASTGATE WAY #A101,  
BELLEVUE, WA 98008

KEELING, DEBRA  
901 W ORCHARD AVE  
, SELAH, WA 98942

MELDRUM, MELISSA E & DAVID M  
904 W ORCHARD AVE  
, SELAH, WA 98942-1268,

FORD, JOHN  
608 S 1ST ST,  
SELAH, WA 98942,

HAVENS, STANLEY ROBERT & SUZANNE E  
9 N 10TH ST,  
SELAH, WA 98942

JUVINALL, GILBERT J & RUTH  
8 N 10TH ST,  
SELAH, WA 98942

BECK, GREG P & JILL A  
1004 W ORCHARD AVE  
SELAH, WA 98942,

GEARHART, DELORES  
1005 W NACHES AVE,  
SELAH, WA 98942

FURWELL, RHONDA & DAVID  
1006 W ORCHARD AVE,  
SELAH, WA 98942-1270

COLEMAN, JENNIFER L  
307 N 10TH ST,  
SELAH, WA 98942

CLARK, ERIC & DEANNA  
5510 ENGLEWOOD HILL DR,  
YAKIMA, WA 98908,

LINFOR, JULIA  
200 N 11TH ST,  
SELAH, WA 98942

SAUCEDO, JESUS, HERRERA, ERENAIDA  
202 N 11TH ST,  
SELAH, WA 98942-1063

NACHT FAMILY HOLDING TRUST  
204 N 11TH ST,  
SELAH, WA 98942-1063,

WEATHERS, NORMAN  
206 N 11TH ST,  
SELAH, WA 98942

ANGLIN, CHARLES S & LINDA K  
208 N 11TH ST,  
SELAH, WA 98942,

FERGUSON, KENNETH D & ERIKA H  
210 N 11TH ST,  
SELAH, WA 98942

CORPORATION OF CATHOLIC BISHOP OF  
YAKIMA  
5301 TIETON DR,  
YAKIMA, WA 98908,

GRIMALDI, JOSE G & YESI GUADALUPE  
205 N 11TH ST,  
SELAH, WA 98942-1064,

HARRIS, RICHARD G  
1009 W FREMONT AVE,  
SELAH, WA 98942

CLARK, JEFFREY A & MINDY R  
310 N 10TH ST  
, SELAH, WA 98942

MILLER, SCOTT J & HEATHER R  
309 N 11TH ST,  
SELAH, WA 98942

GALLEGOS, ROGELIO  
305 N 11TH ST,  
SELAH, WA 98942,

DETLOFF, LUCIA  
306 N 10TH ST,  
SELAH, WA 98942

LEIST, CAROL L  
209 N 11TH ST,  
SELAH, WA 98942,

BROWN, EDMOND M & NANCY  
209 S 64TH AVE,  
YAKIMA, WA 98908-1712,

PARKE, RANDI L  
211 N 11TH ST,  
SELAH, WA 98942

WHITE, WILLIAM G & CAROLYN S  
2230 N WENAS RD,  
SELAH, WA 98942

RADILLO, AMPARO MARIA  
307 N 11TH ST,  
SELAH, WA 98942

JOHNSON, MARY R  
308 N. 10TH ST.,  
SELAH, WA 98942

TORLEKSON, CARL L & CANDI R  
PO BOX 292,  
SELAH, WA 98942-0292

B & B ENTERPRISES  
9708 SUMMITVIEW AVE,  
YAKIMA, WA 98908-8700

BOWERS, DOUGLAS D & PAULA M  
801 W BARTLETT AVE,  
SELAH, WA 98942

MANLEY, ANNA ETHEL  
C/O BETTIE MANLEY WAITS,  
10825 SE 212TH ST,  
KENT, WA 98031

, MORGAN, SHIRLEY A  
807 W BARTLETT AVE,  
SELAH, WA 98942-1024

EDLIN, AIMEE  
806 W HOME AVE,  
SELAH, WA 98942-1034

SATTLER, PAUL L  
808 W HOME AVE,  
SELAH, WA 98942,

JUAN, RAMON & MARIA C  
809 W BARTLETT AVE,  
SELAH, WA 98942,

WEISS, DAVID A & AMIE M  
PO BOX 624,  
SELAH, WA 98942-0624

ALVAREZ, MAURICIO  
PO BOX 10639,  
YAKIMA, WA 98909-1639,

WILSON REAL ESTATE V LLC  
1104 E MEAD AVE,  
YAKIMA, WA 98903,

KLINGELE, GERALD V & JOAN  
2106 W YAKIMA AVE,  
YAKIMA, WA 98902,

BRYANT, LACY J, WAGNER, GABRIEL V  
405 VALLEY VIEW AVE # C  
SELAH, WA 98942

HILLIS, DIANA MAIE  
804 W ORCHARD AVE,  
SELAH, WA 98942

REED, DUANE O & SANDRA J  
12 N 8TH ST,  
SELAH, WA 98942,

CHAPMAN, SCOTT L & ANGELA D  
810 W FREMONT AVE,  
SELAH, WA 98942

COLEMAN, JENNIFER L  
805 W ORCHARD AVE,  
SELAH, WA 98942

EBERLE FAMILY LIVING TRUST  
807 W ORCHARD AVE,  
SELAH, WA 98942-1265

PULLEN, KENNETH R.  
808 W FREMONT AVE,  
SELAH, WA 98942,

BORGES, MARIA G & ABRAHAM L  
803 W ORCHARD AVE,  
SELAH, WA 98942-1265,

VELEZ, CONFESSOR & TOMASITA  
101 N 8TH ST,  
SELAH, WA 98942

WILSON, CHARLES A.  
804 W BARTLETT AVE,  
SELAH, WA 98942-1025,

POWERS, GLENN & BEVERLY  
802 W BARTLETT AVE,  
SELAH, WA 98942,

RAUBOLT, ARNOLD R & RUTH A  
4909 ENGLEWOOD AVE,  
YAKIMA, WA 98908,

RAUBOLT, ARNOLD R & RUTH A  
4909 ENGLEWOOD AVE,  
YAKIMA, WA 98908,

BARRAGAN, MARTIN  
803 W FREMONT AVE,  
SELAH, WA 98942

SOTO, ROBERTO C  
810 W BARTLETT AVE,  
SELAH, WA 98942,

FIEDLER, THOMAS R & NAOMI R  
806 W BARTLETT AVE,  
SELAH, WA 98942,

BASE, LARRY D  
PO BOX 329,  
TIETON, WA 98947-0329

GOHL, JORAE  
93 COACH LN,  
YAKIMA, WA 98908,

DDK INVESTMENTS LLC  
C/O DICK GRAF,  
PO BOX 100,  
SELAH, WA 98942-0100

GUNNER, SCOTT & TAMMY  
475 PERHAM LOOP,  
SELAH, WA 98942

PAZ, ABIEL C  
800 W BARTLETT AVE  
, SELAH, WA 98942-1025

**-Ad Proof-**

**This is the proof of your ad scheduled to run on the dates indicated below.  
Please proof read notice carefully to check spelling and run dates,  
if you need to make changes**

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<b>Date:</b>	09/22/15
<b>Account #:</b>	110017
<b>Company Name:</b>	CITY OF SELAH
<b>Contact:</b>	Jan Farley,AP
<b>Address:</b>	115 W NACHES AVENUE SELAH, WA 98942
<b>Telephone:</b>	(509) 698-7327
<b>Fax:</b>	

<b>Account Rep:</b>	Simon Sizer
<b>Phone #</b>	(509) 577-7740
<b>Email:</b>	ssizer@yakimaherald.com
<b>Ad ID:</b>	582809
<b>Start:</b>	09/25/15
<b>Stop:</b>	09/25/15
<b>Total Cost:</b>	\$227.70
<b>Lines:</b>	132.0
<b># of Inserts:</b>	1
<b>Ad Class:</b>	6021

<b>Run Dates:</b>	
Yakima Herald-Republic	09/25/15

**CITY OF SELAH PLANNING COMMISSION  
CITY OF SELAH CITY COUNCIL  
NOTICE OF PUBLIC HEARINGS  
(RESCHEDULED)**

The City of Selah hereby provides notice that the Planning Commission has rescheduled its public hearings to consider proposed amendments to the 2005 Selah Urban Growth Area Comprehensive Plan and an amendment to the Official City of Selah Zoning Map to October 6, 2015.

The City of Selah hereby provides notice that the City Council will conduct public hearings on October 27, 2015 to consider the proposed amendments to the 2005 Selah Urban Growth Area Comprehensive Plan and an amendment to the Official City of Selah Zoning Map.

The Planning Commission public hearing on October 6, 2015 will consider the following two actions and the City Council public hearing on October 27, 2015 will consider the Planning Commission's recommendations on the two actions.

***Proposed 2005 UGA Plan Amendment 2015-1: Carl & Candi Torkelson, change the Future Land Use designation of Parcel 181435-31024 at 905 Fremont Avenue from Moderate Density Residential (MDR) to High Density Residential (HDR).***

***Proposed 2005 UGA Plan Amendment 2015-2: City initiated plan amendment to change the Future Land Use designation of Parcel 181435-13493 at 600 Speyers Road from Low Density Residential (LDR) to Moderate Density Residential (MDR) and Proposed Zoning Map Amendment 914.61.15-02 Initiated by the City to change the zoning from One Family Residential (R-1) to Two Family Residential (R-2). These actions are being initiated by the City to correct a mapping error, because the Future Land Use designation applied to this property by the 2005 comprehensive plan and subsequent rezoning failed to consider the existing use of the property, adjacent land uses and the pattern of development in the vicinity along Speyers Road.***

The Planning Commission and City Council Hearings will be held in the City of Selah Council Chambers, 115 W. Naches Avenue, Selah, WA. The Planning Commission hearings on Tuesday October 6, 2015 commence at 5:30 p.m. or as soon thereafter as practical. City Council hearings commence Tuesday October 27, 2015 at 6:30 p.m. or as soon thereafter as practical. The Planning Commission will accept public testimony and written comments at the public hearings and will consider them in their recommendations to the City Council. The City Council will consider the Planning Commission's recommendations, testimony received at the public hearings and written comments received prior to issuing the final decisions on the proposal.

**Request for Comments:** Your views on the proposed amendments are requested. All written comments received will be considered at the public hearings. Please mail your comments to the City of Selah Planning Department, 222 South Rushmore Road, Selah, WA 98942, FAX them to (509) 698-7372 or send them by email to [tdurant@ci.selah.wa.us](mailto:tdurant@ci.selah.wa.us). Be sure to reference Plan Amendment number UGA 2015-1 or 2015-2 in your correspondence. Copies of the proposed amendments may be obtained at the City of Selah Planning Department, 222 South Rushmore Road, Selah, WA at (509) 698-7365 during regular business hours (8:00 a.m. to 5:00 p.m.)

Dated this 22nd day of September, 2015.

/s/ Thomas R. Durant, Community Planner

(582809) September 25, 2015

**Courtesy of Yakima Herald-Republic**



# CITY OF SELAH

Planning Department  
222 South Rushmore Road  
Selah, Washington 98942

Phone 509 698-7365  
Fax 509 698-7372

## CITY OF SELAH PLANNING COMMISSION CITY OF SELAH CITY COUNCIL NOTICE OF PUBLIC HEARINGS (RESCHEDULED)

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Dated this 22<sup>nd</sup> day of September, 2015.

/s/

Thomas R. Durant, Community Planner



# CITY OF SELAH

Planning Department  
222 South Rushmore Road  
Selah, Washington 98942

Phone 509 698-7365  
Fax 509 698-7372

## CITY OF SELAH PLANNING COMMISSION CITY OF SELAH CITY COUNCIL NOTICE OF PUBLIC HEARINGS NOTICE OF ENVIRONMENTALAL REVIEW

The City of Selah hereby provides notice that the Planning Commission will conduct public hearings on September 15, 2015 to consider proposed amendments to the 2005 Selah Urban Growth Area Comprehensive Plan and an amendment to the Official City of Selah Zoning Map.

The City of Selah hereby provides notice that the City Council will conduct public hearings on October 13, 2015 to consider the proposed amendments to the 2005 Selah Urban Growth Area Comprehensive Plan and an amendment to the Official City of Selah Zoning Map.

The Planning Commission public hearing on September 15, 2015 will consider the following two actions and the City Council public hearing on October 13, 2015 will consider the Planning Commission's recommendations on the two actions.

*Proposed 2005 UGA Plan Amendment 2015-1: Carl & Candi Torkelson, change the Future Land Use designation of Parcel 181435-31024 at 905 Fremont Avenue from Moderate Density Residential (MDR) to High Density Residential (HDR).*

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**Environmental Review:** The City of Selah is the lead agency for this proposal under the State Environmental Policy Act (SEPA) and has determined that it does not have probable significant adverse environmental impacts. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c) and a Determination of Nonsignificance (DNS) is being issued under WAC 197-11-340(2). Written comments on the DNS will be accepted during a 14 day comment period that ends on September 8, 2015. This decision was made after a review of a completed environmental checklist and other information on file with the lead agency.

Copies of the proposed amendments may be obtained at the City of Selah Planning Department, 222 South Rushmore Road, Selah, WA at (509) 698-7365 during regular business hours (8:00 a.m. to 5:00 p.m.)

Dated this 26<sup>th</sup> day of August, 2015.

/s/

Thomas R. Durant, Community Planner

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

## ORDINANCE AMENDING ORDINANCE NO. 1634 ZONING MAP AMENDMENT NO. 914.61.15-02 REZONE TO TWO FAMILY RESIDENTIAL (R-2)

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

WHEREAS, the City of Selah initiated a comprehensive plan amendment and rezone for a 0.37 acre parcel from One Family Residential (R-1) to Two Family Residential (R-2); and,

WHEREAS, the City of Selah Planning Commission advertised and held a public hearing for the purpose of hearing testimony for and against the proposed plan amendment and all persons present desiring to speak for or against were given an opportunity to be heard; and,

WHEREAS, the City of Selah Council has considered the Planning Commission's findings of fact and conclusions and the City staff report dated September 9, 2015 and the Council is satisfied that the matter has been sufficiently considered; and,

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

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

Section 1. Findings. The recitals set forth above are incorporated herein as the City Council's Findings. Further, the Planning Commission's Findings and Conclusions in support of the rezone are adopted as the City Council's Findings and Conclusions by reference hereto; now, therefore,

Section 2. Amendment. The following described real property is hereby reclassified from One-Family Residential (R-1) to Two-Family Residential (R-2):

Lots 1 of that certain short plat recorded under Auditor's File Number 7331733, Records of Yakima County, Washington

(Assessor Parcel No. 181435-13493).

Section 3. This ordinance, implementing zoning map amendment number 914.61.15-02 shall become effective five (5) days following legal publication of this ordinance or a summary of this ordinance.

Done this 27<sup>th</sup> day of October 2015

---

John Gawlik, Mayor

ATTEST:

---

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

---

Robert Noe, City Attorney



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



**COUNCIL MEETING      ACTION ITEM**

**10/27/2015      N – 3**

**Title:** Ordinance Amending Ordinance No. 1634 Zoning Map Amendment No. 914.61.15-02 Rezone to Two Family Residential (R-2)

**Thru:** Donald Wayman, City Administrator

**From:** Thomas R Durant, Community Planner

**Action Requested:** Approval

**Board/Commission Recommendation:** Approval

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Approval of both the Plan Amendment and Rezone

**Background / Findings & Facts:**

Attached are an Amendment of the 2005 Comprehensive Plan Future Land Use Map designation from Low Density Residential to Moderate Density Residential and a rezone of the property to Two-Family Residential (R-2). The Planning Commission held a public hearing on October 6, 2015 and recommended approval of both actions.



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



**Recommended Motion:**

I move the approval of the amendment of the Comprehensive Plan Future Land Use designation from Low Density Residential to Moderate Density Residential and amendment of the official zoning map from One-Family Residential (R-1) to Two-Family Residential (R-2).



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



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

Date:

Action Taken:

10/6/2015

Planning Commission Public Hearing

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

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

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

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WHEREAS, the City of Selah Planning Commission advertised and held a public hearing for the purpose of hearing testimony for and against the proposed plan amendment and all persons present desiring to speak for or against were given an opportunity to be heard; and,

WHEREAS, the City of Selah Council has considered the Planning Commission's findings of fact and conclusions and the City staff report dated September 9, 2015 and the Council is satisfied that the matter has been sufficiently considered; and,

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

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

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(Assessor Parcel No. 181435-13493).

Section 3. This ordinance, implementing zoning map amendment number 914.61.15-02 shall become effective five (5) days following legal publication of this ordinance or a summary of this ordinance.

Done this 27<sup>th</sup> day of October 2015

---

John Gawlik, Mayor

ATTEST:

---

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

---

Robert Noe, City Attorney



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



**COUNCIL MEETING      INFORMATIONAL ITEM**

**10/27/2015      P-4A**

**Title:** Planning Commission Minutes for October 6, 2015

**Thru:** Donald Wayman, City Administrator

**From:** Caprise Groo, Department Assistant

**Action Requested:** Informational - No action

**Board/Commission Recommendation:** Not applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Staff Recommendation:**

Information Only

**Background / Findings & Facts:**

Information Only

**Recommended Motion:**

Information Only

**City of Selah  
Planning Commission Minutes  
Of  
October 6, 2015**

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

Call to Order – Chairman Quinnell called the meeting to order at 5:30 pm.

**B. Roll Call**

Members Present: Commissioners Quinnell, Smith, Torkelson, Pendleton and Miller.  
Staff Present: Tom Durant, Consultant, Caprise Groo, Secretary.  
Guest: Don Wayman, City Administrator.

**C. Agenda Changes**

None

**D. Communications**

1. Oral- None
2. Written - None

**E. Approval of Minutes**

1. September 16, 2015

Commissioner Smith motioned to approve the minutes.

Commissioner Torkelson Seconded the motion.

Chairman Quinnell asked for a voice vote. The minutes were approved with a voice vote of 5-0.

**F. Public Hearings**

1. Old Business – None
2. New Business – 2015 Annual Urban Growth Area Plan Amendments:  
Plan Amendment 2015-1; Carl & Candi Torkelson 905 W. Fremont MDR to HDR

Commissioner Torkelson recused himself.

Chairman Quinnell turned the floor over to Mr. Durant.

Mr. Durant started by handing out a letter to the Commissioners. (Attached)

The Commissioners took a moment to read the letter.

Mr. Durant proceeded to read the Staff Report. He stated that the SEPA for both amendments were done together. He stated that he had Recommended Finding and Conclusions for the Commissioners. (Attached)

Commissioner Miller asked how this property had more dwellings that recommended.

Mr. Durant replied that one of the dwellings was not use. He stated that he did not know the history of the property. He

stated that there was a limitation that only two dwellings could be occupied.

Commissioner Smith confirmed the limitation.

Mr. Durant stated that he had spoken with the Public Works Director and the sewer problem was not a capacity issue but an improper slope on the side sewers.

Mr. Wayman asked if it was a sewer design problem or a property problem.

Mr. Durant answered that he did not know. He stated that the question he asked was if the sewer line has capacity and the answer was yes.

Discussion ensued.

Conclusion- unresolved. .

Commissioner Miller asked why the permits were issued if the zoning was not there.

Mr. Durant directed the question to the proponent.

Chairman Quinnell asked if there were any questions for Mr. Durant. He then asked the proponent to speak.

Mr. Torkelson stated his address as 101 Heritage Hills Dr. He stated that the buildings were built 3-4 years ago.

Commissioner Smith asked two or three buildings.

Mr. Torkelson confirmed two. He stated that the building was scheduled to be built when he found out the sewer line was not recorded on the title of the property. He stated that the sewer was about 35 feet off the back of the property. He explained that he had to back track, reconsider, and resubmit.

Commissioner Miller stated that there were more dwellings on the property than it was zoned for.

Mr. Torkelson agreed. He stated that they had been told that they could only use two of the three dwellings.

Commissioner Miller stated he didn't understand conditional use.

Mr. Torkelson declared that he would like to do something with the space, make the driveways work better.

Discussion ensued on what could be improved or built.

Conclusion: It is all one lot and can't be sold separately, would like to make improvement to the house.

Commissioner Smith asked where was 903 Fremont located.

Discussion: zoning and dwelling units.

Chairman Quinnell asked if there were any questions.

Mr. Torkelson stated that this needed to be resolved and cleaned up. He asked if there were any more questions.

Chairman Quinnell invited the audience to speak.

Mr. Ericson: 903 Fremont, Selah WA. He stated his main concern was the sewer line backing up into his home. He stated that it had happened to a neighbor and that neighbor put in a backwater valve to stop it from happening. He stated that if it happened to the neighbor then it could happen to him.

Commissioner Smith asked how long ago the neighbor installed the backwater valve.

Mr. Ericson stated about 3-weeks ago.

Mr. Wayman stated that he would find out whether the sewer problem was a private problem or a City problem.

Mr. Ericson stated that the City had dug a hole in his yard a couple of years ago. He stated that he didn't know why but it had something to do with 905.

Commissioner Miller replied that most properties have easements for utilities.

Mr. Ericson declared that he did not want to lose more property to easements. He stated that the 2story house that was built was so close to his house that he has no privacy. He stated that the drive is also close to his house that he hears every car start. He declared that the fence is falling down.

Chairman Quinnell stated that changing the driveway would help that.

Mr. Torkelson stated that he had fixed the fence once. He stated he was willing to do his part.

Mr. Ericson declared that there was also a traffic problem. He stated that it took him 15 minutes to get out of his driveway the other day.

The Commissioners agreed that the road was heavily traveled.

Diane Underwood approached the podium. She stated that her address was 402 N 9<sup>th</sup> Street, Selah WA. She stated that her main concern was disruption of privacy and increased traffic. She stated that she did not want any more 2 story homes there. She stated that she wanted something legally binding so that Mr. Torkelson could not build anymore dwellings on the property.

Shirley Johnson Hoy approached the podium. Her main concerns were traffic, the sewer line and Mr. Torkelson Intent.

Mr. Wayman stated that he would look into the sewer issues.

Mr. John Teske approached the podium. He stated his address as 182 Lancaster Rd, Selah WA. He approached the Commissioner and showed them a land use map. He asked how this situation happened. He stated that the Commission would be setting precedence to high density.

Mr. Wayne Worby approached the podium. He stated his address as 200 Weems Way, Selah WA. He stated that there was not engineered drawing for 905 W Fremont and he believed it was needed.

Mr. Durant stated that it was not required for the comp plan amendment or rezones.

Discussion ensued.

Mr. Worby talked about precedent, affordable housing and spot zoning. He stated on page 3 of the staff report and disagreed with every policy and objective on the page. He the move to page four and disagreed with other consideration 2, 3 and 4.

Mr. Durant asked where the information on affordable housing came from and if Mr. Worby could tell him where he found it.

Mr. Worby stated that he got the information from Seattle.

Discussion ensued.

Chairman Quinnell asked if anyone else would like to speak.

Mr. Torkelson approached the podium. He stated that his proposal had nothing to do with affordable housing. He stated that it was a nonconforming unit and to clean up the issues of the property. He explained that there is already spot zoning in Selah.

Commissioner Miller asked why he hadn't already done the driveway. He expressed concern that if this was allowed then others could do it.

Mr. Torkelson stated that it could not be done due to the sewer line that runs through the property. He explained that this was suggested by Dennis Davison.

Commissioner Smith asked what the stipulation was when the building where built.

Mr. Torkelson stated that only 2 dwelling could be occupied.

Discussion ensued about variances and land use.

Chairman Quinnell asked where the existing ran.

Mr. Torkelson stated that it ran East and West. He stated that you could not build over the sewer line.

Commissioner Pendleton asked if the area would be parking and green space.

Mr. Torkelson stated yes.

Commissioner Miller stated that the issue of precedent was valid.

Mr. Durant stated that permits would not be issued that would exceed the zoning.

Commissioner Miller stated that the zoned had been ignored and now they were trying to fix it.

Mr. Wayman stated that he did not know why it happened but it would not happen again.

Commissioner Miller suggested demoing the little house.

Mr. Torkelson stated that it was not cost efficient.

Mr. Wayman asked it was a failure by the City to plot the sewer line.

Mr. Torkelson stated yes. He stated that the project was ready to start when Dennis came to tell him about sewer line.

Commissioner Smith stated that it sounded like Dennis was trying to make a wrong a right.

Mr. Wayman asked Mr. Torkelson if that was what the planner said.

Mr. Torkelson explained the Dennis said they would figure it out. He stated that they sat down and talked about it and this was the options we came up with.

Commissioner Smith stated her understanding of the situation and asked if they could talk to the city attorney to help resolve this issue and make sure it does not happen again.

Mr. Durant suggested making the issue of precedents part of the finding.

Chairman Quinnell asked if this should be tabled so that the attorney could look at it. He agreed that that existing unit needed to be taken care of. He stated that the Commission wanted to do the right thing. He stated that he would like to hear what Mr. Noe had to say before the Commission voted on it.

Commissioner Smith agreed.

Mr. Wayman restated the issue. He stated that the Commission would like to table this issue until you can get a legal opinion on whether you can force future decisions if we do a spot zone today. He stated the Commission did not want to set precedent.

Mr. Durant suggested not to use the wording Spot Zone because he didn't think it was correct.

Mr. Wayman declared that the Commissioners did not want to set precedent in that R-2 zone ever.

Commissioner Smith stated that they realize that this is a unique situation and they want to do what is right for the property owner as well as the neighbors.

Mr. Durant replied that he thought the answer was to make the finding specific enough that these are unique circumstances.

Commissioner Miller asked how that would show up on the map.

Mr. Durant stated they would come in and ask us how it happened.

Mr. Wayman question if we kept a record of this.

Mr. Durant stated that looking at passed decisions there was not much detail. He stated that he tried to be specific in these decisions.

Commissioner Smith stated that she appreciated Mr. Torkelson as a property owner and she also appreciated the community input.

Shirley Johnson Hoy approached the podium. She named the lots on the block. She stated that neither she nor her mother want R-3 next to her mother. She stated that she was concern that if this property turned to r-3 that that was what they would have.

Commissioner Miller stated that that was what they were trying to sort out.

Mrs. Johnson Hoy stated that she wanted the Commissioner to be aware of what was that street.

Mr. Teske approached the podium. He explained that on the web site this was a future land use change. He stated that he was confused about high density, moderate density and zone. He asked what was being decided tonight. He asked if it was a rezone or a future land use change. He asked for an explanation.

Mr. Durant stated that this was future land use.

Mr. Teske asked that once this was changed them what happened.

Mr. Durant stated that nothing would happen. He stated that in the finding it stated that R-2 zoning is not inconsistent with high density residential.

Mr. Teske asked for clarification. He stated that the public believed R-2 was duplexes. He stated he understood where the public was confused.

Mr. Durant stated that all that was being done was: to address that there are three building and to allow the third building to be use.

Mr. Teske tried to clarify that it will remain R-2 but change form moderate to high density. He stated he was looking at the land use map.

Mr. Durant asked Mr. Teske to show him the map. Mr. Durant stated that it was the zoning map. He explained that there was another map

Mr. Teske asked if it was on the web site.

Discussion ensued about land use map, the comprehensive plan (2005)

Mr. Worby approached the podium. He argued that once the property was high density then was it not the property right to change the zoning.

Mr. Durant stated that the owner may not want to do that because it would make the single family dwelling nonconforming.

Mr. Worby stated that he had here that is a property right. He asked how could be denied later.

Discussion ensued.

Conclusion: speculation on the future property use.

Chairman Quinnell stated that there were two things: one the sewer line and second a situation that was wrong and trying not to set precedents that will come back on the City.

Discussion: Future land use possibilities.

Commissioner Smith motioned to table this decision until we have an opportunity to speak with the City Attorney.

Mr. Durant asked to make the motion until the next Planning Commission October 20, at 5:30 pm.

Chairman Quinnell stated he has a motion to table the decision, to check with the Attorney and to be brought up at the next Planning Commission Meeting On October 20, 2015.

Commissioner Miller Seconded the motion.

Chairman Quinnell asked for a voice vote and it was tabled with a vote of 5-0.

Chairman Quinnell called for a short break.

Chairman Quinnell called the meeting back to order. He moved on to the next issue on the agenda.

Plan Amendment 2015-2, Major Rezone 914.61.15-02; City initiated 600 Speyers Rd LDR to MDR, R-1 to R-2

Mr. Durant read over the staff report and the reason for the change. (Staff Report Attached)

Commissioner Miller stated that Mr. Torkelson just happens to own this property.

Mr. Durant continued with the criteria of the staff report. He pointed out the requirements.

Chairman Quinnell asked if there were any questions for Mr. Durant.

Mr. Torkelson Approached the podium. He submitted a permit from 2003. (Exhibit 1) He pointed out on the permit that the zoning was R-2. He stated that somehow the zoning got changed back to R-1 and it made the buildings nonconforming. He explained that he just wanted the zone back to what it was when the building was built.

Chairman Quinnell asked if anything else was being built.

Mr. Torkelson stated that they had already been built and the zoning change was just a mistake.

Mrs. Underwood she asked if the Torkelson had sold 601 Speyers Rd.

Mrs. Torkelson stated that the property had been sold on contract.

Mrs. Underwood stated so if they don't pay you can get it back and have the property behind it to build on.

Mr. Torkelson replied that he was asked for what he had to start with.

Chairman Quinnell declared that they need to stick to what they had not looking down the road.

Mr. Worby approached the podium. He asked what page 13 of the SEPA document meant about six families on 2 properties.

Mr. Durant stated that the document was a combined SEPA for both amendments.

Mr. Worby stated that it was a done deal.

Mr. Durant replied that the comprehensive plan amendments are all considered together in the SEPA.

Commissioner Miller motion to accept..

Chairman Quinnell stated he had a motion to accept the finds in the staff report.

Commissioner Pendleton seconded the motion.

Chairman Quinnell asked for a voice vote and the motion was passed with a vote of 5-0.

G. General Business

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

H. Reports/Announcements

1. Chairman
2. Commissioners
3. Staff

Mr. Wayman reminded the Commissioners of the Study Session with the Council on 10.24 on Oct. 13, 2015 at 3 pm. He stated that this was to answer questions.

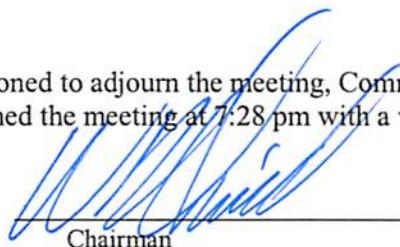
Commissioner Miller asked if there was no more opportunity to tweak it.

Mr. Wayman stated that possible but not likely.

Mr. Durant announced that the next meeting was Oct 20, 2015 and would address this issue and Standard for private Roads as a study session.

I. Adjournment

Commissioner Miller motioned to adjourn the meeting, Commissioner Smith seconded the motion. Chairman Quinnell adjourned the meeting at 7:28 pm with a voice vote of 5-0.

  
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Chairman