



SELAH CITY COUNCIL

4:00pm July 9, 2019



Selah City Council
 Regular Meeting
 Tuesday, July 9, 2019
 4:00pm
 City Council Chambers

Mayor:
 Mayor Pro Tem:
 Council Members:

Sherry Raymond
 John Tierney
 Roger Bell
 Russell Carlson
 Diane Underwood
 Jacquie Matson
 Kevin Wickenhagen
 Jeremy Burke

CITY OF SELAH
 115 West Naches Avenue
 Selah, Washington 98942

City Administrator:
 City Attorney:
 Clerk/Treasurer:

Donald Wayman
 Robert Noe
 Dale Novobielski

AGENDA

- A. Call to Order –Mayor Raymond
- B. Roll Call
- C. Councilmember Absence – Motion to Excuse
- D. Pledge of Allegiance
- E. Invocation
- F. Agenda Changes **None**
- G. Public Appearances/Introductions/Presentations **None**
- H. Getting To Know Our Businesses **None**
- I. Communications
 - 1. Oral

This is a public meeting. If you wish to address the Council concerning any matter that is not on the agenda, you may do so now. Please come forward to the podium, stating your name for the record. Each person wishing to speak shall have two minutes to address the Mayor and Council.

Persons wishing to speak are required to comply with the City's Rules of Decorum and shall maintain appropriate civility. Comments that are impertinent, degrading, slanderous, or impugn the integrity of any member of the Council, employee of the city, or any member of the public shall not be permitted.

2. Written

Erin Barnett a. Code Enforcement Report for June 2019

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

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

- Monica Lake * 1. Approval of Minutes: June 11, 2019 Council Meeting
- Dale N. * 2. Approval of Claims & Payroll

L. Public Hearings

- Joe Henne 1. Public hearing to consider amendments to Selah Municipal Code (SMC) Title 9.10 pertaining to the establishment of sewer connection charges (9.10.060A) in the City of Selah
- Joe Henne 2. Public hearing to consider an ordinance creating a new municipal code Title 13 entitled, "Public Works Improvements"; adopting a new municipal code Chapter 13.01 entitled, "City of Selah Design, Construction Standards, and Specifications for Public Works Improvements"; Adopting a Uniform Design, Construction Standards, and Specifications Manual For Public Works Improvements, and associated amendments to Titles 9 Public Service and Utilities and 10 Zoning

M. General Business

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

N. Resolutions

- Richard Hayes 1. Resolution Authorizing the Mayor to Sign an Updated Agreement with Other Law Enforcement Agencies in Yakima County for Participating in the Yakima Valley Special Investigations Unit
- Joe Henne 2. Resolution of the City of Selah, Washington, Pertaining to 2020 Sewer Rates
- Joe Henne 3. Resolution Accepting the Civic Center Park and Ride Lot Improvements as Complete
- Jeff Peters 4. Resolution authorizing the Mayor to sign an agreement between the City of Selah and Traho Architects, P.S. for services related to the construction of a new city hall and police station

O. Ordinances

- Jeff Peters 1. Ordinance to consider amendments to Selah Municipal Code (SMC) Title 9.10 pertaining to the establishment of sewer connection charges (9.10.060A) in the City of Selah
- Dale N. 2. Ordinance amending the 2019 budget for Fire expenditures
- Joe Henne 3. Ordinance adopting amendments to Title 9 of the Selah Municipal Code, Public Service and Utilities, including references to Selah Municipal Code Chapter 13.01, City of Selah Design Construction Standards, and Specifications for Public Works Improvements
- Joe Henne 4. Ordinance adopting amendments to Title 10 of the Selah Municipal Code, Zoning, including references to Selah Municipal Code Chapter 13.01, City of Selah Design Construction Standards, and Specifications for Public Works Improvements, and clarifying standards for private streets
- Joe Henne 5. Ordinance creating a new municipal code Title 13 entitled, "Public Works Improvements"; adopting a new municipal code Chapter 13.01 entitled, "City of Selah Design, Construction Standards, and Specifications for Public Works Improvements"; Adopting a Uniform Design, Construction Standards, and Specifications Manual for Public Works Improvements

P. Public Appearances **None**

Q. Reports/Announcements

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

Brandy Tucker a. Planning Commission Minutes from April 16, 2019

5. Mayor

R. Executive Session

1. 30 Minute Session – Employee Evaluation RCW 42.30.110 (1)(g) & RCW 42.30.110 (1)(c)

N. Resolutions cont.

Donald Wayman 5. Resolution authorizing the Mayor to sign an Employment Agreement for Legal Services with Robert F. Noe

S. Adjournment

Next Regular Meeting: July 23, 2019

Each item on the Council Agenda is covered by an
Agenda Item Sheet (AIS)

A yellow AIS indicates an action item.

A blue AIS indicates an information/non-action item.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Informational Item
7/9/2019 I – 2a

Title: Code Enforcement Report for June 2019

From: Erin Barnett, Code Enforcement Officer

Action Requested: Informational - No action needed

Staff Recommendation:

N/A

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: See attached report

Code Enforcement Report June 2019

Subject Property	Date	Expiration	Communication	Code Violation	Result	Notes
200 BLK S. 3rd St	5/21/2019		Verbal	Traffic Vision Nuisance	6/1/19 Complied	
600 BLK S. 3rd St	6/1/2019		Verbal	Attractive Nuisance	Complied	
200 BLK Palmer Dr	6/1/2019		N&O	Landscape Maintenance		Complied
400 BLK Riverview Ave	6/3/2019		Letter-Standard	Potential Pest Harboring		Complied
400 BLK Selah Ave	6/3/2019		Letter-Standard	Potential Pest Harboring		Complied
100 BLK N. 5th St	6/4/2019		Letter-Standard	Landscape Maintenance/Parking on an unimproved surface	Complied	Complied
400 BLK W. Selah Ave	6/5/2019		Letter-Standard	Parking on an unimproved surface		2nd Notice/Citation
400 BLK Selah Ave	6/5/2019	6/19/2019	Letter-Standard	Dumping Area	Citation	
200 BLK N. 7th St	6/10/2019		Letter-Standard	Dumping Area	Citation	
Crusher Canyon Rd	6/17/2019		Letter-Standard	Certain Growth/Fire Hazard		
1200 BLK W. Cherry Ave	6/18/2019	7/5/2019	Letter-Certified	Certain Growth/Fire Hazard		
300 BLK Hillview Ave	6/20/2019	6/1/2019	Letter-Standard	Vision Clearance		
300 BLK S. 6th St	6/18/2019	7/31/2019	Letter-Certified	General Nuisance		
200 BLK W. Riverview Ave	6/21/2019			Landscaping/Certain Growth	Citation	
100 BLK E. Fremont Ave	6/25/2019	6/27/2019	Letter-Certified	Alteration w/o permit, occupying an unauthorized structure		
800 BLK W. 5th Ave	6/25/2019	7/9/2019	Letter-Certified	Vacant Structure, landscaping maintenance,		
700 BLK Sage Ave	6/25/2019	7/9/2019	Letter-Standard	Abandoned debris, blighted tree		
100 BLK E. Bartlett Ave	6/25/2019	7/9/2019	Letter-Standard	Certain Growth/Fire Hazard		
200 BLK N. 10th St	6/26/2019	7/9/2019	Letter-Standard	Certain Growth/Fire Hazard		
800 BLK W. 7th Ave	6/26/2019	7/9/2019	e-mail management	Certain Growth/Fire Hazard		
800 BLK Riverside Ave	6/28/2019	7/12/2019	verbal & Standard Letter	Certain Growth		
400 BLK S. 3rd St	6/28/2019	7/12/2019	Letter-Standard	Landscape Maintenance		



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
7/9/2019 K – 1

Title: Approval of Minutes: June 11, 2019 Council Meeting

From: Monica Lake, Executive Assistant

Action Requested: Approval

Staff Recommendation:

Approval of Minutes

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: See Minutes for details

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

City of Selah
Council Minutes
June 11, 2019

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

- A. Call to Order Mayor Raymond called the meeting to order at 4:00pm.
- B. Roll Call
- Members Present: Kevin Wickenhagen; Jacquie Matson; Jeremy Burke; Russell Carlson
- Members Absent: John Tierney; Roger Bell; Diane Underwood
- Staff Present: Donald Wayman, City Administrator; Dale Novobielski, Clerk/Treasurer; Rick Hayes, Police Chief; Gary Hanna, Fire Chief; Joe Henne, Public Works Director; Jeff Peters, Community Development Supervisor; Treesa Morales, Recreation Manager; Andrew Potter, Human Resources Manager; Monica Lake, Executive Assistant
- C. Councilmember Absence – Motion to Excuse

Council Member Carlson moved, and Council Member Matson seconded, to excuse Council Members Tierney, Bell, and Underwood. By voice vote, approval was unanimous.

- D. Pledge of Allegiance

Council Member Burke led the Pledge of Allegiance.

- E. Invocation

Pastor Rebekah Strobel-Ubelaker gave the prayer.

- F. Agenda Changes **None**

- G. Public Appearances/Introductions/Presentations

1. Yakima County's EMS Delivery System – Tony Miller, EMS Director

Fire Chief Hanna introduced Jacob Stuker, their new firefighter, saying that he volunteered with Selah for approximately ten years prior to being hired full-time.

Mayor Raymond welcomed Firefighter Stuker.

Fire Chief Hanna referred Council to the PowerPoint slides document he'd provided each of them regarding AMS, a copy of which is attached and incorporated as part of these minutes. He spoke about

the current tiered EMS delivery system in Yakima County and the two private ambulance companies who provide service to the majority of Yakima County, saying that last year in Yakima County they responded to approximately nineteen thousand EMS incidents with a system that currently allows the for profit ambulance companies to position their ambulances where they have the highest call volume, potentially leading to lesser service for those in rural areas or cities without a huge population. He noted that Yakima County doesn't currently have a response time for ambulance response time.

Council Member Bell joined the meeting.

Fire Chief Hanna remarked that the WAC states ambulance companies have to provide service twenty-four hours a day, three hundred sixty-five days a year, but EMS has no say in how they provide that service. He went on to say that ambulances may not be available for emergency calls as they may be on inter-transport calls, unavailable or delayed, and they have had instances where patients opted for privately owned vehicles due to wait times, or the Fire Department has transported a patient. He explained that these are private ambulance providers, with cost for transport varying from company to company and limited to no oversight, and that they would like to implement changes that would improve the system with criteria based EMS delivery, and what defines an emergency, setting response times for delivery of tiered patients. He opined that if they had a single ambulance provider they could dictate how long should take to get to a patient depending on location and work in factors for accountability. He said that Tony Miller's office put together a proposal that would be at no cost to any agency in Yakima County, and that other places that have already had single provider ambulance services are finding that it has worked well, with the potential of a reduced base fee for service.

Council Member Carlson asked Mr. Miller if he did volunteer work with Selah.

Tony Miller, Director of Emergency Management Services, responded in the affirmative.

Council Member Carlson inquired if their proposal was similar to transit in that they would put out a proposal and companies would bid for the contract.

Mr. Miller answered in the affirmative.

Council Member Carlson wondered what challenges he has encountered when presenting this proposal to other communities.

Mr. Miller replied that he had only presented to Union Gap thus far, and they wanted to get the same message spread across the whole county. He went on to say that the EMS system has a lot of work to do, with this as the first step, and that as a former long-term employee for an ambulance service his biggest concern was ambulances being pulled out of county for transport to Seattle, at an average of five to six daily, which reduces the number available for emergency responses.

Council Member Carlson asked if this concept would allow for a rig in Selah that would be dedicated to Selah.

Mr. Miller responded that they could look at that as part of the proposal.

Fire Chief Hanna commented that he would run a report for peak days and work with them to have someone staffed close during those times, which would still be better than what they have now.

Council Member Wickenhagen wondered who would authorize that service countywide.

Fire Chief Hanna answered that it would be the County Commissioners.

Council Member Wickenhagen asked about the City of Selah.

Fire Chief Hanna responded that it would be Council.

Mr. Miller added that they would sign an agreement.

Council Member Wickenhagen inquired how they would keep a private ambulance company from operating outside of that.

Fire Chief Hanna replied by ordinance.

Council Member Wickenhagen remarked that they would just disallow a competitive business.

Fire Chief Hanna answered that was his understanding.

Mr. Miller remarked that their contract would be up to 5 years with the option to extend an additional two to three years.

Police Chief Hayes observed that other ambulance companies could do private transport, just not 911 calls.

Mr. Miller agreed that they could do nursing home transport or transport to Seattle.

Council Member Carlson wondered what challenges cities currently doing that have seen.

Mr. Miller replied that the biggest challenge is getting it ironed out; for the next six months to a year they would tweak it and not apply penalties if they aren't making the time frame.

Council Member Carlson reiterated that there would be a six month buffer to iron things out.

Mr. Miller responded that they don't want them to come in and find out that it isn't working.

Council Member Burke inquired if one of the two private rig companies that currently provide service was more in line with that than the other.

Fire Chief Hanna felt that one was in favor, the other one not.

Council Member Matson asked about the financial impact to each city.

Mr. Miller answered that there would be none.

Fire Chief Hanna commented that it was all about customer service, how to get better, more affordable service, and that he believes it to be the direction they need to go. He noted that other companies were doing this all over the country.

Mr. Miller remarked that he expects four companies to bid, and that he would look at using people outside the county to score to have no show of bias.

Council Member Carlson asked to confirm that there would be more ambulances on the street.

Mr. Miller responded that it would provide more dedicated for 911 calls, saying that currently there are about twelve ambulances on the street during the day, and that it drops down to about five at night.

Mayor Raymond wondered why it dropped down.

Mr. Miller replied that it was due to call volume.

Mayor Raymond asked how far some of the interlocal ones were traveling.

Fire Chief Hanna answered Seattle.

Mr. Miller added that they could also be going to Spokane, adding that one company had eight transports out within six hours recently, and ended up calling rigs from Seattle for transport.

Mayor Raymond noted that would only leave four locally for emergencies.

Council Member Burke expressed interest in whether other cities and counties have gone through a first cycle and out to bid again using this system, and if it has played out where that company isn't the only bidder.

Mr. Miller answered that Spokane's on their fourth or fifth contract, with a different company then they started with.

Council Member Carlson felt that it has also been a real issue financially to create a system for better customer service and treatment, and that he was open to reviewing different communities and fees.

Mayor Raymond asked what their next step would be.

Mr. Miller responded that they were talking with other Cities and the County Commissioners, and if all the Cities were on board the Commissioners would move forward with writing the RFP.

Council Member Wickenhagen asked if it was an all or none scenario.

Mr. Miller replied that would be up to the Commissioners.

Fire Chief Hanna noted that his department is the second largest after Yakima for call volume, with most being medically related.

Council Member Carlson moved, and Council Member Wickenhagen seconded, to write a letter in support of this measure and to review the proposal moving forward as determined by the Yakima County Commissioners. By voice vote, approval was unanimous.

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

I. Communications

1. Oral

Mayor Raymond opened the meeting. Seeing no one rise to speak, she then closed the meeting.

2. Written **None**

J. Proclamations/Announcements **None**

K. 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: May 28, 2019 Council Meeting

* 2. Approval of Claims and Payroll:

Payroll Checks Nos. 82772 – 82815 for a total of \$286,961.11
Claim Checks Nos. 73135 – 73188 for a total of \$227,512.69

Council Member Burke moved, and Council Member Bell seconded, approval of the Consent Agenda as read. By voice vote, approval was unanimous.

L. Public Hearings

1. Public Hearing to Consider the Resolution adopting the Six Year Transportation Improvement Program (TIP) for Secondary and Arterial Streets within the City of Selah for the years 2020 to 2025

Public Works Director Henne addressed L – 1. He said that he brought the Six Year TIP to Council a month ago for discussion, read aloud the list of projects, and requested that they hold a public meeting today to discuss them.

Mayor Raymond opened the public hearing. Seeing no one rise to speak, she then closed the public hearing.

M. General Business

1. New Business **None**
2. Old Business **None**

N. Resolutions

1. Resolution adopting the Six Year Transportation Improvement Program for Secondary and Collector Arterial Streets within the City of Selah for the years 2020 to 2025

Public Works Director Henne addressed N – 1. He said that the packet contains the actual project information sheets for the projects mentioned earlier, adding that they've gone through a SEPA review, the City Administrator signed a determination of non-significance, and they've held a hearing to comply with all the legal requirements. He requested that Council approve the Resolution and adopt the TIP.

Council Member Bell questioned the difference between him saying a moment ago that Naches Avenue project would go to the railroad tracks, but the document in the packet said to Rushmore Road.

Public Works Director Henne confirmed that it would go to Rushmore Road.

Council Member Bell recalled a conversation about the sub are plan being expanded to include that corridor going across and asked if this would get them across the railroad tracks where they wouldn't have to deal with it in the future.

Public Works Director Henne responded that he envisioned replacing the curb and gutter from Naches Avenue to the railroad tracks, and from the railroad tracks to Southern Avenue replacement of the asphalt, adding that he couldn't say at present whether they could take off from Rushmore Road and go to I-82 or not.

Council Member Bell commented that he was questioning the wisdom of spending money when they would have to redo it to continue with the project in the future.

Public Works Director Henne replied that project was out twenty to thirty years yet, while this one was probably eight to twelve years out.

Council Member Burke moved, and Council Member Bell seconded, to approve the Resolution adopting the Six Year Transportation Improvement Program for Secondary and Collector Arterial Streets within the City of Selah for the years 2020 to 2025. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Burke – yes; Council Member Bell – yes; Council Member Carlson – yes. By voice vote approval was unanimous.

O. Ordinances

1. Ordinance Amending the 2019 Budget for Real Estate Evaluation Costs

Clerk/Treasurer Novobielski addressed O – 1. He said in Council passed a Resolution in February to sign an agreement with HLA for an evaluation of the former Wells Fargo building, up to the amount of fourteen thousand dollars, and that the City has been billed thirteen thousand, three hundred ninety-one dollars upon completion of said review. He went on to say that this Ordinance increases the 2019 budget to cover what was an unanticipated expense, to be paid out of the General Fund.

Council Member Bell moved, and Council Member Matson seconded, to approve the Ordinance Amending the 2019 Budget for Real Estate Evaluation Costs. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Burke – yes; Council Member Bell – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Police Chief Hayes had no report.

Fire Chief Hanna thanked Council for their support on the ambulance issue. He said that they had the first significant brush fire over the weekend over approximately four hundred acres of land, and that his department worked in conjunction with the Department of Natural Resources to contain the blaze. He reminded everyone that fireworks are illegal to possess and they would be getting signs out as a reminder, and also mentioned that he placed copies of the annual Fire Department report and an updated ten year capital improvement report in mailboxes. He noted that he and Clerk/Treasurer Novobielski would be coming to Council the first meeting in July for a budget adjustment for tender purchases as the money allotted in the 2018 budget stayed in the reserve account and would be spent in 2019.

Council Member Carlson inquired about policies regarding open flames in Selah.

Fire Chief Hanna replied that no open burning was allowed in Selah out to the urban growth boundaries, adding that Clean Air sets the rules for burning with regard to air quality, and beyond that the County Commissioners can evoke a burn ban if needed.

Council Member Wickenhagen asked if there was a history of statistics on the firework ban, or how that worked.

Police Chief Hayes answered that it was mostly his department enforcing the ban.

Council Member Wickenhagen commented that he was curious as to who has stats on infractions.

Fire Chief Hanna responded that would be the Police Department, as his department deals with the fires and injuries resulting from fireworks.

Council Member Carlson asked about the upcoming softball game.

Fire Chief Hanna replied that his department and the Police Department would be playing a friendly game of softball next Tuesday evening at 6pm.

Mayor Raymond commented that she didn't know how friendly it would be, adding that she ran into a firefighter headed to practice the other night.

Fire Chief Hanna noted that one of the Council Members would be officiating for them.

Mayor Raymond inquired if both tenders were running.

Fire Chief Hanna answered that the first one got delivered and was currently in Yakima, although hopefully the electronics issue had been resolved as of that day. He went on to say that the second one in the 2019 budget is almost complete, and they should see both about the end of the month.

Community Development Supervisor Peters said that the Building Department had a lot going on, making special mention of a study session conducted by the Planning Commission with members of the development community last Tuesday, with the intent to bring an Ordinance adjusting sewer connection fees and sewer rates to the first Council Meeting in July. He thanked Council for sorting through the technical difficulties of the Sub Area Plan, saying that he felt they successfully got a recommendation to move forward and bring it back at either the second meeting in July or the first meeting in August for adoption.

Clerk/Treasurer Novobielski said that he had submitted the 2018 annual report to the State Auditor's office and uploaded the May financial statements to the City's website for review. He noted that next year the City would have a two-year audit.

Public Works Director Henne said that they've replaced about a dozen water meters on Third Street due to school construction, and that the TIB engineer toured Selah to see the sites of future projects, such as the Fremont sidewalk they want to do for Safe Routes to School and a grind and overlay on south First Street. He noted that Governor did remove two million out of the transportation budget, which leads him to believe that the project would be canceled, although he hadn't received notification of that yet. He remarked that they found some soft spot upon removal of the parking lot and sidewalk at the aquatic center, and he would be keeping an eye on the project.

Human Resources Manager Potter said that the newest firefighter started last Monday, a new utility worker would be starting the next Monday, and that he would be posting for a new wastewater treatment plant worker by the end of the week. He went on to say that recruitment for a new building inspector would start by the end of the month, with the intent to have the new person hired by September or October to train with Building Inspector Brons until his retirement within the first month of 2020.

Recreation Manager Morales remarked that cruise night was last week, and the car show on June 22 had registrations coming in rapidly. She noted that the 4th of July event was also coming along.

City Attorney Noe had no report.

2. Council Members

Council Member Wickenhagen had no report.

Council Member Matson said that they are looking for a date for the next Volunteer Park board meeting.

Council Member Burke had no report.

Council Member Bell apologized for his tardiness. He said that, through the process of working with SPRSA on the pool, he's worked with fantastic people who work for the City in every department. He noted that he met with both Community Development Supervisor Peters and Deputy Fire Chief Lange for inspections, and they would possibly issue a temporary Certificate of Occupancy to allow SPRSA to hold an open house on Sunday June 30th at 2pm. He went on to say that the pool was ninety percent full of water, and they were running on a generator until Pacific Power could get permanent power transferred to the facility. He expressed appreciation for Public Works Utility Supervisor Jones and his crew for replacing a water valve that allowed them to fill the pool and move forward, adding that they added chemicals today, and should have the parking lot subbase completed that week as well, although there were two areas that were found to be very soft and would need to be dug down. He noted that paving would be in approximately ten days, along with the curb and sidewalk.

Council Member Wickenhagen inquired as to the time of the open house.

Council Member Bell responded that it would be at 2pm on Sunday the 30th as an opportunity to view the facility but not to swim.

Council Member Carlson gave an update on the Selah Downtown Association, saying that Whitney Stohr resigned as executive director and the board has hired Tiffany Hein as the new executive director in her place. He noted that Ms. Hein has been the vice president of the board and received an award for her involvement in the façade grant improvement, and that she would be establishing regular office hours. He said that the board created a historian award dedicated to someone in the area who provided a significant impact on the history of Selah, with the first award given to Joyce Farsteneau, and that nominations were open for the annual beautification awards.

3. City Administrator

City Administrator Wayman said that he and the Mayor had a meeting with Basin Disposal to discuss the future of recycling in Selah, adding that they are at the point where they need to discuss a fee for recycling, and how many of the current customers who recycle would continue to do so and pay the fee. He remarked that they would come back to Council with more information after another meeting with them, adding that he and the Mayor requested that Basin hold the line on pricing for a year at a time. He noted that they would ask Basin to come to a meeting with a presentation to answer questions from customers and provide more information.

4. Boards **None**

5. Mayor

Mayor Raymond reminded everyone that there would be no second meeting in June; the next meeting would be July 9, 2019.

Council took a five minute recess.

P. Executive Session

- 1. 15 Minute Session – Real Estate RCW 42.30.110 (1)(b) & RCW 42.30.110 (1)(c)

Council went into Executive Session at 5:06m. At 5:21pm, Council went back on the record. Mayor Raymond stated that they would be extending the Executive Session for an additional 5 minutes.

Council went back into Executive Session at 5:22pm. At 5:27pm, Council went back on the record. Mayor Raymond stated that no action was taken during the Executive Session.

Q. Adjournment

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

The meeting adjourned at 5:27pm.

Sherry Raymond, Mayor

EXCUSED
John Tierney, Council Member

Roger Bell, Council Member

Russell Carlson, Council Member

EXCUSED
Diane Underwood, Council Member

Jacquie Matson, Council Member

Kevin Wickenhagen, Council Member

Jeremy Burke, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

Yakima County's EMS Delivery System

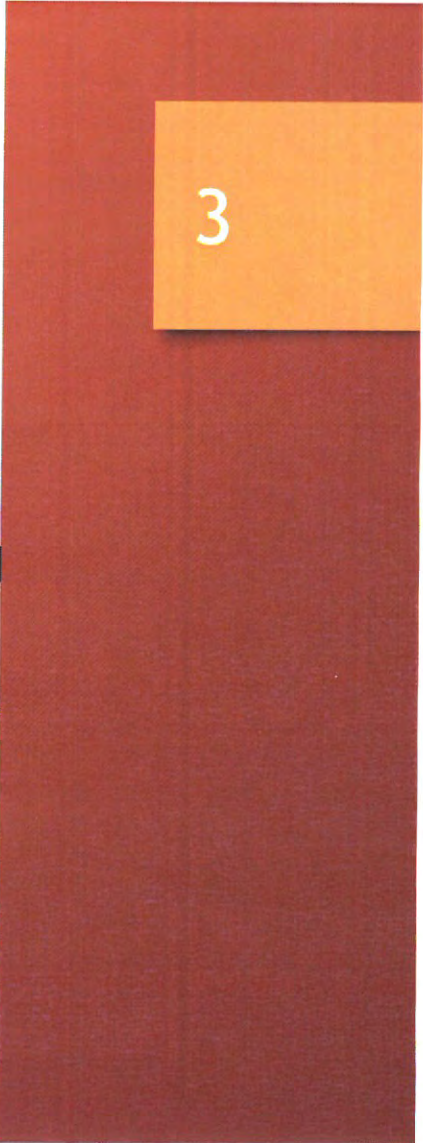
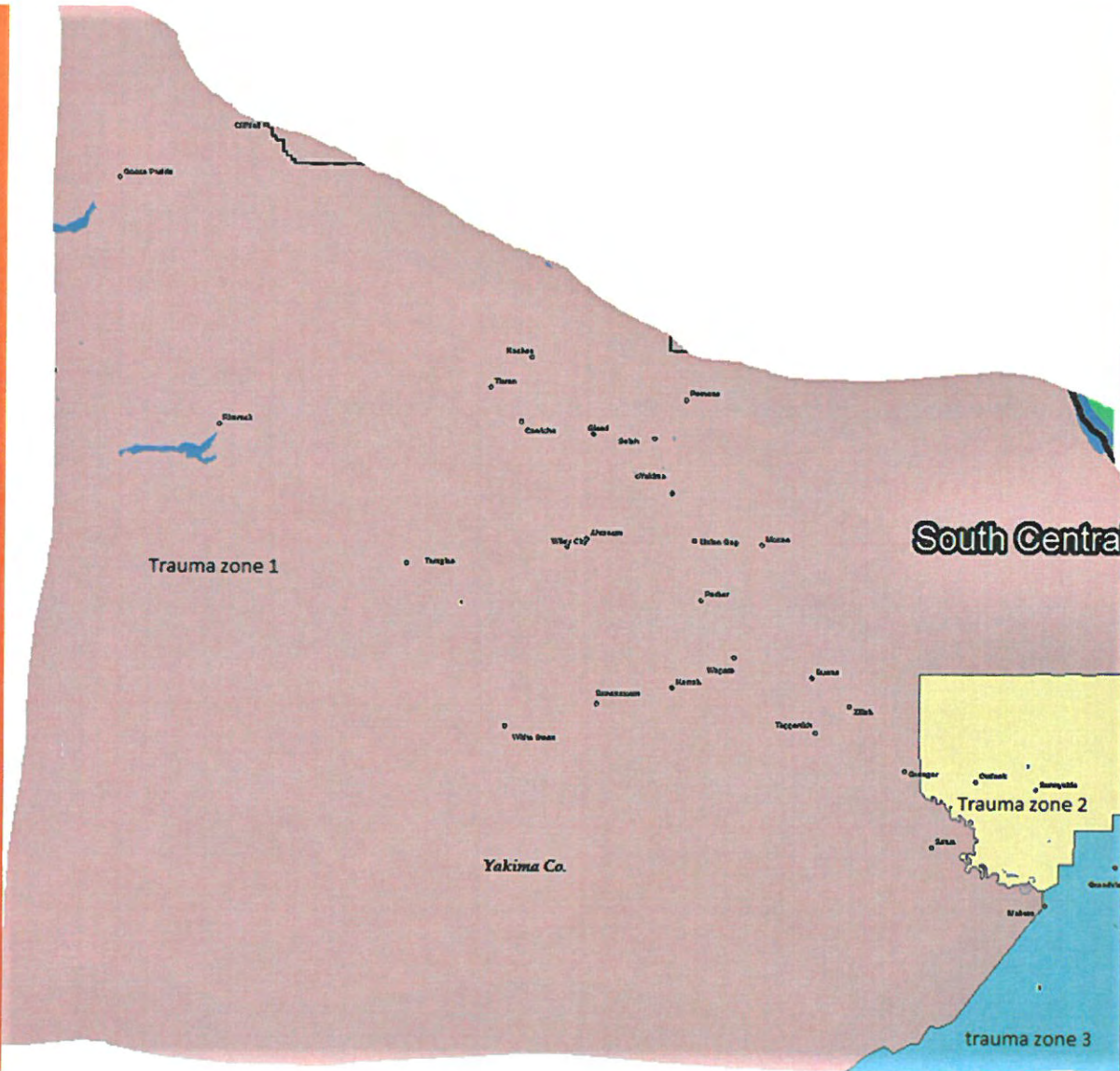
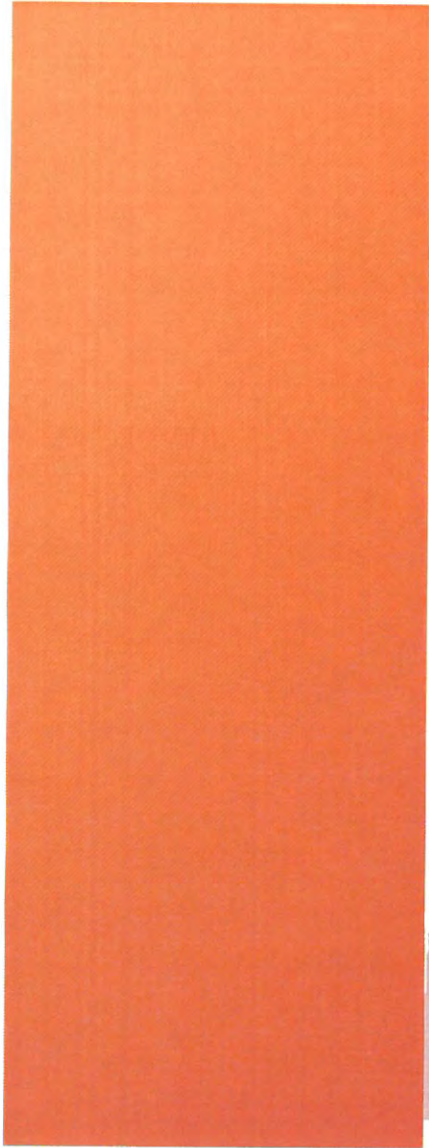
1

Current Issues

Yakima County's Current EMS Delivery System

2

- The current EMS delivery system has existed in Yakima County for over 30 years, with no change.
- The EMS delivery system is based on Fire Departments providing first response basic life support.
 - The EMS delivery system incorporates two private ambulance companies in Trauma zone 1 they provide both patient transport ambulance services and advanced life support medical services who charge the residence for their services.
 - Trauma zone 2&3 are covered by SSFD and Prosser Ambulance (see attachment 1)
- The private ambulance companies have a limited connectivity to 911 dispatch centers.



Yakima County's Current EMS Delivery System

4

- When a resident calls 911, for an emergency medical incident, their call goes into a public safety answering point system (911 Call Center).
- The call is assigned to the emergency communications dispatcher who assigns the closest fire department and ambulance.
 - The ambulance services are notified either through computer aided dispatch (CAD) or via phone to the ambulance service directly, who in turn responds to the emergency incident.
- It is common practice for a nursing home or hospice facility to directly contact the private ambulance service rather than contacting 911.
 - When this occurs, the private ambulance companies dispatch their ambulance and not use the 911 system. This action voids the standards of coverage set by the County EMS System; meaning the nearest (in time and distance) ambulance is not sent to the emergency, nor will the fire department be assigned to the emergency medical incident unless requested which could be delayed.

Yakima County's Current EMS Delivery System

5

- Because of Yakima County's population growth, it has created change in the demographic makeup of the population which has resulted in both social and economics impacts that have a direct impact on the current EMS system which is not meeting the service demands of our residents.
 - The Affordably Act (ASA) has had a great impact on the Yakima County EMS delivery system.
- There have been great strides in EMS, which have driven changes to include Community Paramedicine and Mobile Health Care (Yakima County does not have these systems in place because of the current status/condition of EMS delivery system).

Yakima County's Current EMS Delivery System

6

- Two private ambulance companies currently support the EMS system in Trauma zone 1 by providing advanced life support (paramedicine) and patient transport service to our county.
- The two private ambulance companies competed for 19,000 EMS calls during 2018.
- Between the two ambulance companies there are approximately 12 ambulances staffed and in service on a daily basis to provide 911 emergency medical service and interfacility transports county-wide.

Yakima County's Current EMS Delivery System

7

- 19,000 EMS incidents occurred in Yakima County in 2018.
 - ✓ These incidents are population driven. Meaning the higher occurrences are in the populated areas of the County.
- The highest occurrence are in the following Cities and Fire Districts.
 - ✓ Cities: 1. Yakima, 2. Selah, 3. Union Gap, 4. Toppenish
 - ✓ Fire Districts: Fire District #2, Fire District #4, Fire District #5, Fire District #6, and Fire District #12.
- Keeping in mind that EMS incident do occur in the smaller cities and fire districts but not as frequently because of having a the smaller population.

Yakima County's Current EMS Delivery System

8

- Because the private ambulance providers are for profit companies, they position their services where they can make the most profit. This equates to the citizens in the urban area of the County being more likely to receive services from the private ambulance companies while putting the residents outside of the Yakima City limits in a comprising position of not receiving the same level of EMS service response time.

Yakima County's Current EMS Delivery System

9

- Private ambulance companies primarily get reimbursed if the patient is transported to the hospital.
- The percentage of reimbursement that the ambulance services receive is very low in Yakima County due to our high population that rely on Medicaid and Medicare as their primary medical insurance and because of the high homeless population that have no medical insurance coverage.
- Both private ambulance companies position their ambulance in areas of Yakima County that they believe will generate revenue based on the call volume.
- Currently the private ambulance service companies are stationing their ambulances blocks apart from one another because they are competing for the emergency medical calls that will generate revenue and profit.

Problems and Issues with the current EMS Delivery System

10

- ❖ At present, the EMS delivery system is not meeting the demands of the residents throughout Yakima County.
- ❖ The current emergency medical delivery system is based on every incident requiring advance life support transport ambulances.
- ❖ The emergency medical delivery system is not based on criteria based delivery that sends the appropriate level of EMS provider to care for the patient.
- ❖ Currently the Yakima County EMS delivery systems does not have established response times for the ambulance to arrive and implement patient care.
- ❖ All of these issues exist because the Yakima County EMS department has no governance/enforcement powers over the private ambulance companies.

Problems and Issues with the current EMS Delivery System

11

- ❖ There is no set requirement for the number of ambulances to be staffed throughout the county for 911 calls.
- ❖ State trauma Verification is a higher form of licensure that requires twenty-four hour, seven days a week compliance with the standards outlined in RCW chapter [70.168](#). The ambulance companies are only required to have one ambulance to meet this RCW.

Problems and Issues with the current EMS Delivery System

12

Residents are subject to extended ambulance response periods.

- ❖ Ambulances are not available for 911 calls due to demands of their interfacility transports or staffing levels.
- ❖ Patients are often having times of delayed transports and doing alternate means of transportation (privately owned vehicles).

Problems and Issues with the current EMS Delivery System

13

- Limited to no oversight of the private ambulance providers.
 - Number and type of ambulances to be staffed.
 - Type of equipment to be carried on ambulances.
 - Interface with public safety answering point/center - 911 (SunComm, District 5, Sheriffs Dispatch).
 - Interface and effective use of Fire and Police resources.

Problems and Issues with the current EMS Delivery System

14

- ❖ The companies are focused on profit.
 - ❖ Local police and fire agencies are being impacted by the lack of 911 ambulance service.
- ❖ Cost to residents for ambulance services.
 - ❖ No set fee for service - cost varies by provider.
 - ❖ 2018 Base fees in Yakima are \$1374.00 and \$1895.00.
 - ❖ 2018 Mileage fees are \$28.55 and \$37.50
 - ❖ 2018 Spokane has a base fee of \$738.00 with a mileage fee of \$22.32.

Recommend Changes for in Yakima County's EMS Delivery System

15

- Changes that would improve the EMS deliver system in Yakima County?
 - ❖ Criteria based EMS delivery
 - Defines the level of care that will be provided - such as a fractured finger requires a basic life level response not advance life support.
 - A set response times for arrival and delivery of patient care. Would be in accordance with National EMS Standards of care.
 - ❖ Oversight of the private ambulance provider.

Recommend Changes for in Yakima County's EMS Delivery System

16

- Changes that would improve the EMS deliver system in Yakima County?
 - ❖ A single private ambulance provider for the cities and districts that do not have fire based ambulances.
 - Set fees for services.
 - ❖ How do we get there?
 - A single scope of work that outlines ambulance services.
 - A no cost County wide request for proposal (RFP)/request for qualifications (RFQ) for ambulance services.
 - ☐ What is meant by a no cost RFP/RFQ: The County, the Cities or the Fire Districts would not incur cost for the private ambulance services. The private ambulance services would generate revenues through directly billing the residents/patients insurance. If the resident/patient does not have insurance then they will be bill a fixed rate that is established in the RFP/RFQ.

Washington Counties and Cities that have currently a ambulance RFP/RFQ

17

- ❖ King County
- ❖ Pierce County
- ❖ South King County
- ❖ Grant County
- ❖ City of Spokane
- ❖ Spokane County
- ❖ City of Vancouver
- ❖ Eastside Fire Authority
- ❖ City of Longview

Yakima County EMS Delivery System - Recommended Changes

18

- The Fire Chiefs for the following Cities and Fire Districts are in favor of this EMS delivery concept.
 - City of Selah
 - City of Grandview
 - City of Toppenish
 - City of Union Gap (Director of Emergency Services)
 - City of Yakima
 - Fire District 2
 - Fire District 4
 - Fire District 5
 - Fire District 6
 - Fire District 12
- Recommendation: For the County Commissioners, City Councils and City Managers, and the Fire District Commissioners.
 - *Please implement the RFP, which would ensure a single ambulance service provider and would allow the Yakima County EMS Office to have better oversight on EMS delivery system.*



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting	Action Item
7/9/2019	K – 2

Title: Claims & Payroll

From: Monica Lake, Executive Assistant

Action Requested: Approval

Staff Recommendation:

Approval of Claims & Payroll as listed on Check Registers.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: See Check Registers

Funding Source: See 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

7/8/2019

L – 1

Title: Public hearing to consider amendments to Selah Municipal Code (SMC) Title 9.10 pertaining to the establishment of sewer connection charges (9.10.060A) in the City of Selah.

From: Joe Henne, Public Works Director

Action Requested: Public Hearing - Open Record

Staff Recommendation: Staff recommends that the council hold the required public hearing.

Board/Commission Recommendation: Approval

Fiscal Impact: Sewer connection charge of \$2,500 per equivalent residential unit (ERU) commencing January 1, 2020, and a 2.5% annual increase beginning January 1, 2021.

Funding Source: Fund 415 Sewer

Background / Findings & Facts: The City of Selah's 2018 General Sewer Capital Improvement Plan identifies that the estimated cost to cover all system upgrades needed to serve the city at full build out is \$32,983,000. In order to meet the city's growth demands for the next twenty years the 2018 General Sewer Capital Improvement Plan recommends that the city establish a \$6,183.00 per Equivalent Residential Unit (ERU) (300 gallons per day) sewer connection fee be established to pay for the required improvements. Through the course of several public meetings with the development community and public, the City of Selah recognized that the full connection fee may have a financial impact on the development community, and lessened the connection fee to \$2,500 per ERU coupled with an initial eight percent sewer rate increase in 2020, and subsequent three percent sewer rate increases in years 2021 – 2022. By adopting, the proposed



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



sewer connection fee ordinance and accompanying rate resolution the city will be able to provide for the efficient and timely provision of sanitary sewer service to the City and its Urban Growth Boundary both now and in the future.

Recommended Motion: I move that the Selah City Council consider approval of the accompanying ordinance as presented later in the council's agenda.

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:
3/5/2019	Public Meeting with Planning Commission & Development Community
6/4/2019	Public Meeting with Planning Commission & Development Community



CITY OF SELAH
CITY COUNCIL



AGENDA ITEM SUMMARY

Council Meeting Action Item

7/9/2019

L – 2

Title: Public hearing to consider an ordinance creating a new municipal code Title 13 entitled, “Public Works Improvements”; adopting a new municipal code Chapter 13.01 entitled, “City of Selah Design, Construction Standards, and Specifications for Public Works Improvements”; Adopting a Uniform Design, Construction Standards, and Specifications Manual For Public Works Improvements, and associated amendments to Titles 9 Public Service and Utilities and 10 Zoning.

From: Joe Henne, Public Works Director

Action Requested: Public Hearing - Open Record

Staff Recommendation: Staff recommends that Council hold the required public hearing.

Board/Commission Recommendation: Approval

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: The City of Selah Public Works Department has identified that the City of Selah has not updated many of its design, and construction specifications for water, sewer, storm water, and public streets, since the 1970’s. Therefore the department is recommending adoption of the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvements, attached as Exhibit “A” to the Ordinance, to ensure that all new development and public works projects protects the public’s health, safety and welfare.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Recommended Motion: I move that the Selah City Council consider approval of the accompanying ordinance as presented later in the council's agenda.

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:

10/23/18

Planning Commission Open Record Public Hearing and Recommendation

DATE: June 28, 2019
TO: Simon Sizer – Yakima Herald Republic
FROM: Jeff Peters, Community Development Supervisor
SUBJECT: Notice of Public Hearing
PUBLICATION DATE: June 29, 2019

CITY OF SELAH NOTICE OF PUBLIC HEARING

PUBLIC HEARING TO CONSIDER ADOPTION OF TITLE 13 ENTITLED, “PUBLIC WORKS IMPROVEMENTS”; ADOPTING A NEW MUNICIPAL CODE CHAPTER 13.01 ENTITLED, “CITY OF SELAH DESIGN, CONSTRUCTION STANDARDS, AND SPECIFICATIONS FOR PUBLIC WORKS IMPROVEMENTS”; ADOPTING A UNIFORM DESIGN, CONSTRUCTION STANDARDS, AND SPECIFICATIONS MANUAL FOR PUBLIC WORKS IMPROVEMENTS, AND AMENDMENTS TO TITLE 10 OF THE SELAH MUNICIPAL CODE, ZONING, TO INCLUDE REFERENCES TO SELAH MUNICIPAL CODE CHAPTER 13.01.

NOTICE IS HEREBY GIVEN BY THE CITY OF SELAH, WASHINGTON, THAT THE SELAH CITY COUNCIL WILL CONDUCT A PUBLIC HEARING ON TUESDAY, JULY 9TH, 2019, COMMENCING AT 4:00 P.M., OR AS SOON THEREAFTER AS PRACTICAL, IN THE COUNCIL CHAMBERS, SELAH CITY HALL, 115 W. NACHES, SELAH, WA., REGARDING THE ADOPTION OF THE CONSTRUCTION STANDARDS MANUAL.

COPIES OF THE PROPOSED REGULATIONS AND ASSOCIATED DOCUMENTS ARE AVAILABLE FOR PUBLIC INSPECTION DURING REGULAR BUSINESS HOURS AT THE CITY OF SELAH PLANNING DEPARTMENT, 222 SOUTH RUSHMORE ROAD, SELAH, WA, AND AT [HTTPS://SELAHWA.GOV/PLANNING/](https://selahwa.gov/planning/).

ALL PERSONS WISHING TO OFFER COMMENTS FOR OR AGAINST THE PROPOSED REGULATIONS/STANDARDS ARE ENCOURAGED TO ATTEND. ALL WRITTEN COMMENTS RECEIVED PRIOR TO THE DAY OF THE PUBLIC HEARING WILL BE CONSIDERED IN THE CITY COUNCIL DELIBERATIONS.

IF YOU HAVE QUESTIONS PLEASE FEEL FREE TO CONTACT JEFF PETERS, COMMUNITY DEVELOPMENT SUPERVISOR IN PERSON AT 222 SOUTH RUSHMORE ROAD, SELAH, WA OR BY PHONE AT (509) 698-7365, BY FAX AT (509) 698-7372 OR BY E-MAIL AT JEFF.PETERS@SELAHWA.GOV.

DATED THIS 28TH DAY OF JUNE 2019.

JEFF PETERS, COMMUNITY DEVELOPMENT SUPERVISOR



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
7/9/2019 N – 1

Title: Resolution Authorizing the Mayor to Sign an Updated Agreement with Other Law Enforcement Agencies in Yakima County for Participating in the Yakima Valley Special Investigations Unit.

From: Richard Hayes, Chief of Police

Action Requested: Approval

Staff Recommendation: Recommended we approve this decision.

Fiscal Impact: None

Funding Source: N/A

Background / Findings & Facts: Already part of this unit. New contract because of two new cities, Moxee and Zillah, joining.

Recommended Motion: Motion authorizing the Mayor to sign the Updated Yakima Valley Special Investigations Unit agreement.

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:

3/14/2017

Action Taken:

Resolution Authorizing the Mayor to Sign an Agreement with Other Law Enforcement Agencies in Yakima County for Participating in the Yakima Valley Special Investigations Unit

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN UPDATED AGREEMENT WITH OTHER LAW ENFORCEMENT AGENCIES IN YAKIMA COUNTY FOR PARTICIPATING IN THE YAKIMA VALLEY SPECIAL INVESTIGATIONS UNIT.

WHEREAS, the Police Department has been working with other law enforcement agencies in Yakima County to develop a multiagency special investigations unit; and,

WHEREAS, the special investigations unit would primarily be responsible to investigate officer involved shootings and other similar types of incidents; and,

WHEREAS, the investigations of the multi-agency investigations unit will be performed in a manner that provides both the appearance of and the reality of a through, fair, and complete and professional investigation;

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

The Mayor is authorized to sign the Yakima Valley Special Investigations Unit Agreement with other law enforcement agencies within Yakima County.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of July, 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

Yakima Valley Special Investigations Unit



YVSIU

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SECTION 1. STATEMENT OF PURPOSE

The Mission and Purpose of the Yakima Valley Special Investigations Unit (“YVSIU”) is to thoroughly investigate officer involved incidents which involve great bodily harm or death, in-custody deaths, or other high-profile incidents where there may be an appearance of a conflict of interest. The YVSIU will operate primarily within Yakima County or outside the county upon the request of a Chief or Sheriff. The YVSIU will conduct a criminal investigation to develop relevant information to allow a determination of the presence or absence of criminal culpability on the part of those involved in the incident, specifically:

- To determine whether the nature and the quality of the involved conduct is prohibited by statutes which provide for criminal penalties upon conviction, and
- If criminal conduct does exist, determine the identity of the person(s) responsible, and
- If criminal conduct does exist, determine the degree of crime(s), and the existence of any factual or legal defenses to that crime.

Once a case has been completed and submitted to the prosecutor, it shall be made available to the Venue and Employer agencies for their internal use.

Criminal investigations shall follow the rules of law established by the State and federal constitutions, statutory and case law which apply to criminal investigations. The investigation shall be performed in a manner that provides both the appearance and the reality of a thorough, fair, complete and professional investigation.

Our Goals: To provide quality investigative assistance to all participating law enforcement agencies, especially those departments that may lack the resources to complete objective, thorough and comprehensive investigation. Additionally, we endeavor to:

- Promote public trust by conducting professional multi-jurisdictional investigations of major incidents, primarily law enforcement involved incidents which involve great bodily harm or death.
- Maximize the availability and sharing of the latest technological equipment and techniques.

- Consolidate and utilize the skills of experienced investigators and supervisors.
- Conduct quality investigations in a timely manner.

SECTION 2. MEMBER AGENCIES

Grandview Police Department
Moxee Police Department
Selah Police Department
Sunnyside Police Department
Toppenish Police Department
Union Gap Police Department
Washington State Patrol
Yakima County Sheriff's Office
Yakima Police Department
Zillah Police Department

SECTION 3. DEFINITIONS

Employer Agency: The agency which employs the officer(s) who use lethal force, or which employs the primary officer(s) involved in the incident.

Venue Agency: The agency having jurisdiction of the incident.

Member Agency: Signatories to the agreement who have personnel assigned to the YVSIU.

SECTION 4. EXECUTIVE BOARD

The Executive Board of the Yakima Valley Special Investigation Unit shall consist of the Sheriff and Police/WSP Chief(s), or their designee, of each Member Agency. Representatives of the Prosecutor's Office and the Coroner's Office will be invited to all Board meetings and their input may be solicited. For voting purposes and for decision making for administrative purposes in administering this agreement, it will be the majority rule of the Executive Board.

The Chairman of the Executive Board will rotate between the Yakima County Sheriff, designated upper valley Police Chief and designated lower valley Police Chief every two years. The Chairman of the Executive Board shall schedule a meeting of the Executive Board in January of each year. The purpose of the meeting will be to receive a comprehensive report from the YVSIU Commander concerning activities of the Unit over the past year, address issues pertaining to the operation and support of the Unit, and address changes to the YVSIU protocol. Special meetings may be called at any time by a member of the Executive Board. Special meetings may also be requested by the YVSIU Commander.

SECTION 5. YVSIU COMMANDER

The YVSIU Commanders will be the rank of lieutenant or higher. The YVSIU Commander shall have the responsibility to develop a unit Standard Operating Procedure / Guidelines (SOP/G) and manage and coordinate the readiness and training of the Unit. Candidates for the YVSIU Commander position will be nominated by a member agency and selected by the Executive Board. The YVSIU Commander will report to the Executive Board. The YVSIU Commander will serve two years, but the term may be extended or terminated at the discretion of the Executive Board. A Commander must have strong tact and leadership skills, with experience in criminal investigations and strong working knowledge of the Incident Command System (ICS) to include completion of ICS 300 and ICS 400 level training.

SECTION 6. OPERATIONS CHIEF(S)

The Operations Chief(s) will be a qualified senior supervisor with experience in criminal investigations and knowledge of the ICS. The Operations Chief(s) will be nominated by a member agency and selected by the YVSIU Executive Board. The Operations Chief(s) must have strong leadership and organizational skills. The Operation Chief(s) should have a working knowledge of the Incident Command System (ICS) to include completion of ICS 300 and ICS 400 level training and be prepared to assume command in the absence of the YVSIU Commander. The Operations Chief(s) will assist the YVSIU in the development of the SOP/G, oversee investigations and assign YVSIU resources as needed.

SECTION 7. PUBLIC INFORMATION OFFICER

The Public Information Officer(s) ("PIO(s)") will be selected from a list of qualified personnel who have attended the basic and advanced PIO training. They should have strong verbal and written communications skills. The PIO(s) will be chosen by the YVSIU Executive Board.

SECTION 8. TEAM LEADER

A Team Leader will be an investigative supervisor. The Team Leader must have good leadership and communication skills; as they will be leading a team of investigators from multiple jurisdictions. The Team Leader(s) will be selected by the YVSIU Commander with the permission of their agency's chief executive or designee.

SECTION 9. INVESTIGATOR

Investigators will be experienced officers with a background in criminal investigations. They must be adept at working with multiple agencies. The Investigators will be selected by the YVSIU Commander with the permission of the investigators agency's chief executive or designee.

SECTION 10. TRAINING

The member agencies will strive to ensure that the Team Leaders and Investigators assigned to YVSIU have classes in the following core areas:

Criminal Investigations

Crime Scene Investigations

Basic Homicide Investigations

Interview and Interrogation

Officer Involved Shooting Investigations

In Custody Death Investigations

Criminal Jurisdiction in Indian County

Team Leaders and Investigators must have completed six of the seven core classes in order to be considered for assignment to the YVSIU. Investigators must complete all the core classes within two years of being assigned. In addition, member agencies are expected to provide their investigators with advanced training courses. These courses may include advanced homicide investigation, blood spatter analysis, crime scene photography/videography, and other classes relevant to their assignment with the YVSIU.

SECTION 11. ACTIVATION

1. Automatic and Immediate: Upon the occurrence of an officer-involved use of force resulting in great bodily harm or death, or in-custody death. The invocation of this Protocol is automatically and immediately in effect, upon the request of the Venue Agency.
 - A Chief of Police, Sheriff, or WSP Commander, or their designee, shall make the request for the YVSIU to the Yakima County Sheriff's Office Communication Center.
 - Dispatch shall contact the YVSIU Commander through standard call-out procedures identified on the YVSIU phone tree or contact list.
 - The YVSIU Commander shall assign the Operations Chief and Team Leader. The Operations Chief shall be responsible for determining how many investigators will be needed during the initial response.
 - In cases of an officer-involved fatality, the Team Leader shall not be from the employing agency (excluding the WSP).

2. Other Incidents: This Protocol may also be invoked for other significant incidents, as approved by the YVSIU Commander.
3. Non-Member Agencies: The request for investigative assistance in an officer-involved critical incident shall be made by the chief executive of the non-member venue agency to the YVSIU Commander. The YVSIU Commander will decide if the unit is to be activated.
4. Invocation When Not Required:
 - Each member agency of this agreement may invoke this Protocol upon the occurrence of any critical event involving a law enforcement employee which may have possible criminal liability attached. Upon this invocation, the matter will be investigated under the provisions of this Protocol. Member agencies may elect to not participate in the investigation based upon their internal policies and procedures.
 - In lieu of invoking this Protocol, the venue agency may investigate the matter by itself or seek aid from other agencies outside of the Protocol's requirements.

SECTION 12. RESPONSIBILITIES

- The venue agency shall make the initial request to activate the YVSIU.
- The venue agency shall provide a command-level liaison.
- Both the employer agency and venue agency shall make appropriate department personnel available to the YVSIU.
- The venue agency shall make available facilities and equipment as needed by the YVSIU.

SECTION 13. AUTHORITY

Once the YVSIU has agreed to investigate an incident as requested by the venue agency's chief executive, the YVSIU shall have sole and exclusive authority concerning the investigation of the incident. The YVSIU Commander or designee will provide appropriate case updates to the employer agency's chief executive, or their designee, throughout the course of the investigation.

Washington State Patrol policy directs that the WSP will investigate use of lethal force by its personnel, and that the WSP will not attempt to prevent a concurrent investigation by other agencies with jurisdiction. The YVSIU and the WSP may work jointly to criminally investigate the incident if the involved officer is a WSP commissioned employee.

SECTION 14. COSTS

Each member agency shall be responsible for their employees' wages and associated personnel costs. The venue agency shall be responsible for all reasonable investigative expenditures. The venue agency shall be advised of all extraordinary costs associated with the investigation.

SECTION 15. INTERLOCAL COOPERATION ACT PROVISIONS

No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property intended other than may be specifically provided within the terms of this Agreement. The section of this Agreement on "Executive Board" indicates who are the Co-Administrators of this Agreement.

SECTION 16. EVIDENCE

- Evidence Storage: All evidence shall be stored under the control of the Yakima County Sheriff's Property Room or, in the event of a conflict, it shall be stored at a non-employer agency as designated by the YVSIU Commander. The YVSIU Commander shall coordinate with the member agency's chief executive or designee to ensure compliance with that agency's policies and procedures. The venue agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.
- Evidence Retention: No evidence shall be released or destroyed without consent or agreement of the other agencies involved in the investigation including the Yakima County Prosecuting Attorney's Office. Once the criminal prosecution is completed all property owned by private citizens will be released in accordance with State Law and the involved agency's policies and procedures.

SECTION 17. CASE FILES

- All original reports, statements and other documentation of venue agency employees should be filed and maintained by the Venue Agency or the Yakima County Sheriff's Office. Copies of those reports, statements and other documentation shall be submitted to the YVSIU Commander in a timely manner. Reports filed in Spillman will be segregated.
- Copies of all case files should be made available to the employer agency.
- The complete investigation will be sent to the Yakima County Prosecuting Attorney's Office or the Prosecuting Attorney's Office with jurisdiction.

SECTION 18. INVESTIGATIVE PRIORITY

The Criminal Investigation has investigative priority over the Administrative Investigation and it begins immediately after an incident has occurred.

SECTION 19. INVESTIGATIVE GOALS

The goal of the investigation is to develop all available relevant information about the incident. When the investigation is completed, including all forensic testing, toxicology report and autopsy reports, the case will be submitted to the County Prosecutor. The County Prosecutor will make a final determination on the presence or absence of criminal culpability on the part of those involved in the incident.

In addition, the investigation may incidentally provide factual information to the employer agency's management for its internal use. While the Criminal Investigators do not direct their investigative attention to administrative concerns, it is recognized that the Criminal Investigation's results are of proper interest to agency management for its internal use, and those results are fully available for that purpose.

SECTION 20. RESPONSE BY YVSIU

Once the YVSIU activation has been authorized, the YVSIU Commander will direct resources to the investigation. The initial YVSIU response will consist of the Operations Chief, Team Leader and an adequate number of Investigators to handle the investigation. If additional resources are needed as the investigation evolves, that will be at the discretion and direction of the Operations Chief. When possible the Team Leader(s) should not be from the employer agency (excluding the WSP).

SECTION 21. INVESTIGATIVE REQUIREMENTS

The investigation is required to follow the rules of law, which apply to all criminal proceedings; these include constitutional, statutory and case law. Detectives will maintain the integrity of the investigation by following the rules of evidence throughout the investigation.

The investigation will be performed in a manner that provides a thorough, fair, complete and professional investigation, free of conflicts of interest.

SECTION 22. VEHICLE INCIDENTS

When requested, the YVSIU will investigate officer involved incidents when the use of a vehicle is an intentional use of force by a police officer that causes great bodily harm or death. In these investigations, the YVSIU will utilize experienced Collision Reconstructionists and appropriate resources.

This section is not to imply that the YVSIU will be activated in a police involved collision causing great bodily harm or death where the collision was not a result of an intentional use of force.

SECTION 23. INVESTIGATORS' MEETING

After the initial scene has been processed, the Team Leader may conduct a briefing with the Investigators to determine what has been accomplished and what still needs to be accomplished to complete the investigation. Attendees to this meeting will consist of the Operations Chief, Team Leader and key Investigators involved in the investigation.

SECTION 24. COMMAND STAFF BRIEFING

The purpose of this briefing is to advise the Command Staff from the employer agency the status of the incident and to determine what information is appropriate for the media releases. In addition to the Command Staff from the employer agency, the attendees to this meeting typically will consist of the YVSIU Commander, the Operations Chief, investigative Team Leader and PIO.

SECTION 25. SCENE SECURITY

The venue agency will have the responsibility for immediately securing crime scene(s) within its jurisdiction. This responsibility includes preservation of the integrity of the scene(s) and its/their contents, controlling access to the scene(s), and the identification and separation of witnesses. Use of allied agency resources may be necessary to accomplish this task.

SECTION 26. PHYSICAL EVIDENCE COLLECTION, PRESERVATION, AND ANALYSIS

Member agencies having the capability to assist YVSIU Investigators in the documentation of the scene(s) and to assist in the collection, preservation, and analysis of physical evidence may do so providing they possess the requisite training and experience.

Prior to final relinquishment of the scene, the Team Leader, crime scene Investigators/ professionals, and YVSIU Command Staff will confer to determine if the collection of evidence is complete.

SECTION 27. EMPLOYEE RIGHTS

Law enforcement employees have the same rights and privileges regarding YVSIU interviews that any other citizen would have, including the right to remain silent, the right to consult with an attorney prior to an interview, and the right to have an attorney present during the interview.

SECTION 28. PUBLIC SAFETY STATEMENT

Public Safety Statements should be taken with consideration of the Employer Agency's policies, procedures and documents.

SECTION 29. REPORT WRITING

1. All individuals participating in the criminal investigation will write reports documenting their participation.
2. The Investigators within each investigative team will allocate and divide among themselves the responsibility for documenting interviews and observations.
3. Prompt completion and distribution of reports is essential. All involved agencies and investigators will strive for report completion and distribution within 7 days of any investigative activity. The Coroner's report may be delayed beyond 30 days pending results of some scientific tests.

SECTION 30. MEDIA RELATIONS

1. YVSIU: Once the YVSIU has initiated an investigation, all YVSIU media releases related to the investigation shall be made by the YVSIU Public Information Officer (PIO) or other official designee with the approval of the YVSIU Commander after consultation with the employer agency chief executive or designee. The YVSIU may release information typically on the day of the incident, an intermediate news release, and then a release when the complete investigation is sent to the Prosecutor.
2. THE EMPLOYER AGENCY: The employer agency's Public Information Officer ("PIO"), or other official designee, will release information in coordination with YVSIU supervisors. It shall be the responsibility of the employer agency to determine when the involved officer's name will be released to the public, pursuant to their policies and procedures.

SECTION 31. SANCTIONS/REMOVAL OF MEMBER AGENCY

Willful violations of the protocol agreement will be brought to the attention of the Executive Board by the YVSIU Commander, Operations Chief or Team Leaders. The Executive Board, by majority vote, may elect to immediately stop the investigation and turn the investigation over to the venue agency. A member agency failing to abide by this agreement may also be removed from the YVSIU by a majority vote of the Executive Board.

SECTION 32. TERM OF AGREEMENT

This Agreement shall become effective on the date it is executed by all signing parties, and shall remain in full force and effect and is intended to be indefinite.

SECTION 33. TERMINATION

A party may terminate this Agreement or, alternatively, withdraw its participation in the YVSIU by providing written notice to the chief law enforcement officer for each member agency of its intent to terminate or withdraw from this agreement. A notice of termination or withdrawal shall become effective upon the latter of: a) 30 days after service of the notice on the chief law enforcement officers for all member agencies; or b) at the conclusion of any YVSIU investigation that is pending on the date of the written notice of intent to terminate or withdraw from this Agreement.

SECTION 34. STATUS OF OFFICERS ASSIGNED TO YVSIU

- Pursuant to RCW 10.93.050, each officer assigned to the YVSIU remains the employee of the party who hired the officer, and is not an employee of any other member agency.
- Member agencies shall not allow officers who have been disciplined for dishonesty, bias or improper use of force subject to the provisions in *Brady V. Maryland* to be assigned to the YVSIU.

SECTION 35. LIABILITY, HOLD HARMLESS AND INDEMNIFICATION

- Pursuant to RCW 10.93.040, it is understood and agreed that each member agency, its agents, employees, and insureds do not, by virtue of these Protocols, assume any responsibility or liability for the actions of another agency's officers.
- Each party hereto shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers to the fullest extent required by law, and shall save, indemnify, defend and hold harmless all other parties from such liability. In the case of negligence of more than one party to this Agreement, any damages shall be in proportion to the percentage of negligence attributed to each party, and each party shall have the right to contribution from the other party in proportion to the percentage of negligence attributed to the other party. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 36. DISPUTE RESOLUTION

For the purpose of this Agreement, time is of the essence. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute.

SECTION 37. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference to this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end, the provisions of this Agreement are declared to be severable.

SECTION 38. MISCELLANEOUS

Any provision of this Agreement that imposes an obligation that continues after termination or expiration of this Agreement shall survive the term or expiration of the Agreement and shall be binding on the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION 39. MUNICIPAL AUTHORIZATIONS AND APPROVAL BY LEGISLATIVE AUTHORITY

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement. The signor also certifies that the legislative authority of his or her respective employer (the City Council for cities or the County Commissioners for counties) has approved the Agreement by Resolution. This is to comply with the Washington Interlocal Cooperation Act, RCW 39.34.030(2) which states in part: "(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter....Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

SECTION 40. EXECUTION OF AGREEMENT

This Agreement may be signed in counterparts by the parties. If the Agreement is signed by the parties in counterparts, it will be considered a fully executed Agreement.

SECTION 41. FILING

Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Yakima County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

THIS AGREEMENT is executed by the persons signing below, who warrant that they have the authority to execute this Agreement.

YAKIMA POLICE DEPARTMENT

Chief Matthew Murray

Date: _____

Cliff Moore, City Manager

Date: _____

ATTEST:

Sonya Claar Tee, City Clerk

City of Yakima Contract No. 2019-_____
Resolution No. R-2019-_____

YAKIMA COUNTY SHERIFF'S OFFICE

Sheriff Robert Udell

Date: _____

Michael D. Leita, Chairman

Norm Childress, Commissioner

Ron Anderson, Commissioner
Constituting the Board of County Commissioners
for Yakima County, Washington

Approved as to form for Yakima County:

Stefanie J. Weigand
Senior Deputy Prosecuting Attorney

ATTEST:

Linda Kay O'Hara, Clerk of the Board of
County Commissioners

UNION GAP POLICE DEPARTMENT

Gregory Cobb, Chief of Police

Date: _____

Arlene Fisher, City Manager

Date: _____

GRANDVIEW POLICE DEPARTMENT

Kal Fuller, Chief of Police

Date: _____

Gloria Mendoza, Mayor

Date: _____

SELAH POLICE DEPARTMENT

Rich Hayes, Chief of Police

Date: _____

Sherry Raymond, Mayor

Date: _____

TOPPENISH POLICE DEPARTMENT

Curt Ruggles, Chief of Police

Date: _____

Lance Hoyt, City Manager

Date: _____

MOXEE POLICE DEPARTMENT

Jeff Burkett, Chief of Police

Date: _____

Greg LaBree, Mayor

Date: _____

SUNNYSIDE POLICE DEPARTMENT

Albert Escalera, Chief of Police

Date: _____

Martin Casey, City Manager

Date: _____

WASHINGTON STATE PATROL

Chief John R. Batiste

Date: _____

ZILLAH POLICE DEPARTMENT

Timothy Quantrell, Chief of Police

Date: _____

Scott Carmack, Mayor

Date: _____



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
7/9/2019 N – 2

Title: Resolution of the City of Selah, Washington, Pertaining to 2020 Sewer Rates

From: Joe Henne/Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Fiscal Impact: Increase for Residential service \$3.40 per month, Seniors/Disabled Low Income \$2.04 per month, Multi-residential consisting of more than 4 units on one parcel \$2.38 per month per unit, Commercial users and Industrial users w/o monitoring stations and with 200 mg/l BOD & TSS discharge \$ 3.09 per month and \$.18 per hundred cubic feet (hcf) in excess of 17 hcf per month, Schools \$18.04 per month and \$.50 per hcf in excess of 36 hcf, and Yakima Valley School \$ 60.31 per month and \$.59 per hcf in excess of 102 hcf per month. Convenience stores, sandwich shops, coffee shops, hotels and assisted living facilities with 400 mg/l BOD & TSS discharge \$ 3.61 per month and \$.32 per hcf in excess of 17 hcf per month, and restaurants, pizza shops, fast food/drive-in restaurants and supermarkets with 800 mg/l BOD & TSS \$ 3.61 per month and \$.56 per hcf in excess of 6 hcf per month

Funding Source: N/A

Background / Findings & Facts: As a part of proposed development to the sewer system, an 8 % rate increase has been determined appropriate to fund needed improvements.

Recommended Motion: I move to approve the Resolution revising rates for 2020 Sewer utility services.

RESOLUTION NO. _____

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

WHEREAS, Chapter 9.10.060 of the Selah Municipal Code provides that rates for Sewer Utility services be set by resolution of the City Council from time to time; and,

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

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

1. RESIDENTIAL RATES

- A. Single-family dwellings and multi-family units of four units or less shall be charged a rate of forty-five dollars and ninety-five cents (\$45.95) per month, provided water or sewer service is requested and connection has been made.
- B. Multi-residential dwellings consisting of more than four units on one parcel of land, including, but not limited to, multiplexes, apartments and multi-unit residential complexes, served collectively or independently, shall be charged thirty-two dollars and sixteen cents (\$32.16) per unit per month without consideration to occupancy status.
- C. Multi-family dwellings, including guest and sleeping rooms, shall be charged forty-five dollars and ninety-five cents (\$45.95) per unit of family capacity, per month, without consideration to occupancy status. Family capacity is based on the number of beds, where three beds are considered equal to one unit of family capacity.
- D. Multi-residential developments, including manufactured housing parks, condominium and townhouse developments, and residential development complexes served collectively or independently, shall be charged forty-five dollars and ninety-five cents (\$45.95) per unit, or space, per month without consideration to occupancy status.
- E. Low-Income Senior Citizens and Low-Income Disabled Persons Occupant Rate.
 - (1) Single-family dwellings shall be charged a rate of twenty-seven dollars and fifty-seven cents (\$27.57) per month, per dwelling, regardless of occupancy, provided water or sewer service is requested and connection has been made.
 - (2) A senior citizen is a person who occupies a dwelling unit where either the person or the person's spouse is sixty-two years of age or older at the commencement of any month.

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

2. COMMERCIAL/BUSINESS RATES

- A. Commercial/business accounts shall be charged based on the volume and strength of wastewater discharged into the City sewage system. Volume shall be determined through metered water consumption. The strength of wastewater will be determined based on the type of commercial/business activity. For commercial/businesses not listed in the categories below, the Public Works Director shall determine which category is most closely related to the commercial/business account.
- B. Category A – This category applies to those commercial and business establishments maintaining only restroom facilities for employees and the public, and for hotels and motels without a restaurant that discharges to the same service line. These establishments generally discharge wastewater with a strength of 200 mg/l BOD and 200 mg/l TSS. The domestic sewer charge shall be based upon metered water consumption, and shall be two dollars and forty-one cents (\$2.41) per one hundred cubic feet, but not less than forty-one dollars and seventy-five cents (\$41.75) per establishment, per month.

- C. Category B – This category applies to those commercial and business establishments such as convenience stores, sandwich shops, coffee shops, hotels and motels with a restaurant, and assisted living facilities. These establishments generally discharge wastewater with a strength of 400 mg/l BOD and 400 mg/l TSS. The domestic sewer charge shall be based upon metered water consumption, and shall be four dollars and twenty-eight cents (\$4.28) per one hundred cubic feet, but not less than forty-eight dollars and seventy-two cents (\$48.72) per establishment, per month.
- D. Category C – This category applies to those commercial and business establishments such as restaurants, pizza shops, bakeries, fast food/drive-in restaurants, and supermarkets. These establishments generally discharge wastewater with a strength of 800 mg/l BOD and 800 mg/l TSS. The domestic sewer charge shall be based upon metered water consumption, and shall be seven dollars and fifty-one cents (\$7.51) per one hundred cubic feet, but not less than forty-eight dollars and seventy-two cents (\$48.72) per establishment, per month.
- E. Where multiple commercial and business establishments are tenants in a single building and are served by a common water meter, and have a single account with the City, domestic waste charges shall be based upon metered water consumption, and shall be at the rate determined by the City for the highest BOD and TSS values of the users discharging to the sewer, but not less than forty-one dollars and seventy-five cents (\$41.75) per establishment, per month. If commercial and business establishments are served by separate water meters, then each establishment shall be charged at the appropriate rate specified within this section, but not less than forty-one dollars and seventy-five cents (\$41.75) per meter, per month.
- F. Where multiple commercial and business establishments are tenants in a single building and are served by a common water meter, and each establishment has a separate account with the City, domestic waste charges shall be based upon metered water consumption at the rate determined by the City for the highest BOD and TSS values of the users discharging to the sewer, but not less than forty-one dollars and seventy-five cents (\$41.75) per establishment, per month. Billing amounts in excess of the minimum shall be distributed equally between the establishments connected to the meter.
- G. Where residential and commercial uses are jointly served by a common water meter, each residential dwelling unit shall be charged forty-five dollars and ninety-five cents (\$45.95), per unit, per month, and be allotted three hundred cubic feet of water per month per residential dwelling unit. Each business establishment shall be charged a minimum of forty-one dollars and seventy-five cents (\$41.75) per unit, per month. Water metered in excess of three hundred cubic feet per residential unit shall be considered commercial consumption, and the appropriate commercial rate described above as determined by the City shall be applied.
- H. Commercial/business users who lose water through evaporation, irrigation, or in the product, may request a reduction in their monthly sewer charge only if the difference between water consumed and wastewater discharged to the City is documented

through the use of water meters. In such a situation, the monthly sewer charges will be based upon the volume of wastewater discharged to the City at the appropriate rate specified within this section.

- I. Outside utility commercial/business sewer accounts shall pay one hundred fifty percent (150%) of the applicable sewer service rates charged to City commercial/business users.

3. GOVERNMENT RATES

- A. Unless otherwise noted below, governmental sewer accounts shall be charged at Commercial/Business Rates as described in Section 2. The Public Works Director shall determine which category of Commercial/Business rates shall apply to the governmental sewer account.
- B. Schools – Schools shall be charged for sewer service based upon metered water consumption at the rate of six dollars and eighty cents (\$6.80) per one hundred cubic feet, but not less than two-hundred forty-three dollars and fifty-six cents (\$243.56) per month per metered account.
- C. Yakima Valley School – Yakima Valley School shall be charged for sewer service based upon metered water consumption at the rate of seven dollars and ninety-eight cents (\$7.98) per one hundred cubic feet, but not less than eight-hundred fourteen dollars and twenty cents (\$814.20) per month. Residential dwelling units associated with the Yakima Valley School and served by separate water meters shall be charged for sewer service at the residential rate set forth in Section 1.
- D. Outside utility governmental user accounts shall pay one hundred fifty percent (150%) of the applicable sewer service rates charged to City government users.

4. INDUSTRIAL RATES

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

A. General Industrial User Conditions

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

- (1) There shall be no unmetered sources of water contributing wastewater to the City sewage works without the knowledge and prior written approval of the City.

- (2) The City reserves the right to test, monitor, and control any wastewater discharged to any City facility at any time, including the right set forth in Selah Code Section 9.10.072.
- (3) The discharges of industrial users may be restricted to a capacity allocated in an industrial discharge contract with the City, or a State or NPDES Waste Discharge Permit issued to the user by the Washington Department of Ecology, whichever results in the smaller capacity. In the event the discharge from an industrial user exceeds that allocated, then a rate surcharge shall be assessed. Such a surcharge shall only be assessed when the discharge exceeds that allocated to the industrial user on an average monthly basis for any of the three components that comprise the rate determination (flow, BOD, and TSS). The surcharge shall only be applied to that portion of the component that is in excess of the industrial user's allocation, and shall be equal to one hundred twenty-five percent (125%) of the rate for that component. For example, if an industrial user's discharge is within the allocated limits for flow and BOD, but exceeds the TSS allocated limit by 100 pounds per day on an average monthly basis, then that excess 100 pounds per day times the number of days in the month shall be charged a rate equal to 125% of the per pound TSS rate.
- (4) Industrial users who lose water through evaporation, irrigation, or in the product, may request a reduction in their monthly sewer charge only if the difference between water consumed and wastewater discharged to the City is documented using water meters. In such a situation, the monthly sewer charges will be based upon the volume of wastewater discharged to City wastewater facilities at the appropriate rate specified within this section.
- (5) The pH of discharges from all industrial users discharging liquids into the public sewers other than the industrial pretreatment system shall not be lower than 6.0 nor greater than 9.0 as determined by monitoring station results. Any discharge of waste outside this range shall be subject to a penalty of one hundred sixty-three dollars and thirty-six cents (\$163.36) per day. For the purposes of this monetary penalty, each day's discharge shall be considered a separate event.
- (6) In the event characteristics of the wastewater as determined by the monitoring station results are not available due to an equipment malfunction, failed laboratory test, or other unforeseen circumstance, then the quantities of flow, BOD, and TSS shall be determined as follows:
 - a. The quantity of wastewater flow shall be based on one of the following methods as determined by the City to be effective and representative for the month when data or results are not available:
 - i. The wastewater flow shall be equal to the flow for the same month in the previous year times the average flow for the

previous twelve (12) months divided by the average flow for the twelve (12) month period preceding the month used from the previous year. For example, if the quantity of flow is not available in October 2017, then the flow would be calculated as follows:

$$\text{October 2017 flow} = \frac{(\text{October 2016 flow}) \times (\text{Average daily flow Oct 2016 through Sept 2017})}{(\text{Average daily flow Oct 2015 through Sept 2016})}$$

- ii. The wastewater flow shall be equal to the total water flow into the user, as determined by water meter readings for the user, times a conversion factor determined by dividing the wastewater flows for the previous twelve (12) months by the water meter readings for the previous twelve (12) months. For example, if the quantity of flow is not available in October 2017, then the flow would be calculated as follows:

$$\text{October 2017 flow} = \frac{(\text{October 2017 water flow}) \times (\text{Oct 2016 through Sept 2017 wastewater flow})}{(\text{Oct 2016 through Sept 2017 water flow})}$$

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

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

- i. The BOD concentration shall be equal to the BOD concentration for the same month in the previous year times the average BOD concentration for the previous twelve (12) months divided by the average BOD concentration for the twelve (12) month period preceding the month used from the previous year. For example, if the BOD concentration is not available in October 2017, then the BOD concentration would be calculated as follows:

$$\text{October 2017 BOD} = \frac{(\text{October 2016 BOD}) \times (\text{Average BOD concentration Oct 2016 through Sept 2017})}{(\text{Average BOD concentration Oct 2015 through Sept 2016})}$$

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

- iii. The BOD concentration shall be determined by any other method deemed acceptable to the City.
- c. The quantity of TSS shall be based on one of the following methods as determined by the City to be effective and representative for the month when data or results are not available:
 - i. The TSS concentration (conc.) shall be equal to the TSS concentration for the same month in the previous year times the average TSS concentration for the previous twelve (12) months divided by the average TSS concentration for the twelve (12) month period preceding the month used from the previous year. For example, if the TSS concentration is not available in October 2017, then the TSS concentration would be calculated as follows:

$$\text{October 2017 TSS} = \frac{(\text{October 2016 TSS}) \times (\text{Average TSS concentration Oct 2016 through Sept 2017})}{(\text{Average TSS concentration Oct 2015 through Sept 2016})}$$

- ii. The TSS concentration shall be equal to the TSS concentration for the previous month.
 - iii. The TSS concentration shall be determined by any other method deemed acceptable to the City.
- (7) The City shall charge monetary penalties for any discharge from an industrial user that meets the criteria of an excessive industrial discharge as defined in Selah Code section 9.10.010. For the purposes of charging monetary penalties, each day's discharge and each component (flow, BOD, and TSS) shall be considered a separate event. Monetary penalties shall include, but not necessarily be limited to, the following:
- a. All costs associated with providing treatment to the industrial slug discharge.
 - b. All costs associated with repair of equipment damaged by, or associated with, providing treatment to the industrial slug discharge.
 - c. All costs associated with NPDES permit violations, federal or state government orders resulting from NPDES permit violations, penalties imposed by the federal or state government upon the City for NPDES permit violations, and all costs associated with any citizens lawsuit filed against the City for NPDES permit violations.
 - d. Industrial slug discharges lasting five (5) or more consecutive days shall be subject to the surcharge provisions of Section 4.A.(3) of this Resolution whether or not the industrial user's maximum monthly allocated capacity is exceeded.

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

B. Industrial Users Not Required to Have Monitoring Stations

- (1) Industrial users not required to have metering and monitoring stations shall be charged at Commercial/Business Rates as described in Section 2. The Public Works Director shall determine which category of Commercial/Business rates shall apply to the industrial user.

C. Industrial Users Required to Have Monitoring Stations

- (1) The minimum monthly charge to an industrial account in this category shall be four-hundred twenty-five dollars and twenty-six cents (\$425.26) per month, per industry.
- (2) Industrial users required to install City-approved monitoring stations on their discharges to the City, but not required to connect to the City pretreatment facility, shall be charged for sewer service based upon the volume, strength, and characteristics of the wastewater as determined by the monitoring station results at the following rates:

<u>Component</u>	<u>Symbol</u>	<u>Rate</u>
Hydraulic (flow)	Q	\$0.7248 per 100 cu.ft.
Biochemical oxygen demand	BOD	\$0.3180 per pound
Total suspended solids	TSS	\$0.5592 per pound

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

- (1) The minimum monthly charge to an industrial account in this category shall be seven-hundred eight dollars and eighty cents (\$708.80) per month, per monitoring station, per industry.
- (2) The industrial pretreatment facility is recognized as having a finite capacity to treat wastewater. The following capacities and limitations have been established:

<u>Component</u>	<u>Units</u>	<u>Capacity</u>	<u>Occurrence</u>
Hydraulic (flow)	MGD	0.40	Max. Monthly Flow
BOD	lbs/day	4,000	Max. Monthly BOD Loading
TSS	lbs/day	1,500	Max. Monthly TSS Loading

- (3) In the event of multiple users of the pretreatment facility, the City shall allocate a respective share of the capacity of each component to each of the users.
- (4) Industrial users required to connect to the City pretreatment facility shall install City-approved monitoring stations at their expense on their wastewater

discharge lines to monitor the volume, strength, and characteristics of their wastewater discharges into the pretreatment facility. Charges for sewer service shall be based upon the volume, strength, and characteristics of the wastewater discharged to the pretreatment facility as determined by monitoring station results at the following rates:

<u>Component</u>	<u>Symbol</u>	<u>Rate</u>
Hydraulic (flow)	Q	\$0.7248 per 100 cu.ft.
Biochemical oxygen demand	BOD	\$0.3180 per pound
Total suspended solids	TSS	\$0.5592 per pound

- (5) The pH of discharges from all industrial users discharging liquids into the industrial pretreatment system shall not be lower than 5.0 nor greater than 11.0 as determined by monitoring station results. Any discharge of waste outside this range shall be subject to a penalty of one hundred sixty-three dollars and thirty-six cents (\$163.36) per day. For the purposes of this monetary penalty, each day's discharge shall be considered a separate event.

BE IT FURTHER RESOLVED that the rates set forth herein shall be effective commencing on January 1, 2020.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of July 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

RESOLUTION NO. _____



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item

7/9/2019

N – 3

Title: Resolution Accepting the Civic Center Park and Ride Lot Improvements as Complete

From: Joseph K. Henne, Public Works Director

Action Requested: Approval

Staff Recommendation:

To approve the attached Resolution declaring Civic Center Park and Ride Lot Improvements as complete and accepted.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: Final payment to contractor, \$28,708.80.

Funding Source: Fund 111 Streets

Background / Findings & Facts: The City contracted with Columbia Asphalt & Ready-Mix to construct the Civic Center Park and Ride Improvements. Public Works is recommending the City Council accept the project as being satisfactorily completed. If accepted, the close out Notice of Completion of Public Works Contract will be executed and sent to the state. The contract bond will be released after the four (4) conditions listed in the attached Final Progress Estimate and Project Acceptance letter from HLA have been completed.

Recommended Motion: To Authorize the Mayor to sign the attached Resolution to accept the Civic Center Park and Ride Lot Improvements as complete.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



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

Date:

Action Taken:

8/28/2018

Resolution Authorizing the Mayor to Award a Construction Contract between the City of Selah and Columbia Asphalt & Ready-Mix for \$ 401,170.00

RESOLUTION NO. _____

**Resolution Accepting the Civic Center Park and Ride Lot
Improvements as Complete**

WHEREAS, the City of Selah applied and received funding to pave the unpaved portions of the civic center parking area to provide for transit unloading & pickup as well as park and ride use; and,

WHEREAS, the City awarded a construction contract to Columbia Asphalt & Ready-Mix to make the improvements; and,

WHEREAS, the Selah Public Works Department has recommended the Civic Center Park and Ride Lot Improvements be accepted as complete and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON: that the Mayor is authorized to accept the Civic Center Park and Ride Lot Improvements as complete.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, THIS 9th DAY OF JULY 2019.

ATTEST:

Sherry Raymond, Mayor

Dale Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney



June 14, 2019

Received

JUN 14 2019

City of Selah
222 So. Rushmore Road
Selah, WA 98942

By _____
City of Selah
Planning Dept.

Attn: Mr. Joe Henne
Public Works Director

Re: City of Selah
CIVIC CENTER PARK AND RIDE LOT IMPROVEMENTS
Federal Aid No.: CM-1155(007)
HLA Project No.: 17126C
Final Progress Estimate and Project Acceptance

Dear Joe:

Enclosed is Progress Estimate No. 4 designated as the Final for work performed by Columbia Asphalt & Ready-Mix, through March 7, 2019, in connection with their contract on the above referenced project. The amount due the Contractor of \$28,708.80 is net, as per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the City of Selah.

This letter also serves as our recommendation for acceptance of this project by the City of Selah. We have reviewed the work performed by Columbia Asphalt & Ready-Mix on this project and believe it has been completed satisfactorily. Please provide us a copy of the Council resolution authorizing project acceptance.

Enclosed for your action is the "Notice of Completion of Public Works Contract" to be completed and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Department in Olympia. Forward one (1) copy each of the Notice of Completion to the Department of Revenue, Department of Labor and Industries and the Employment Security Department as soon as the Selah City Council has accepted the project.

The contract bond on this project should be released to Columbia Asphalt & Ready-Mix, after acceptance of the project and when the following conditions have been satisfied:

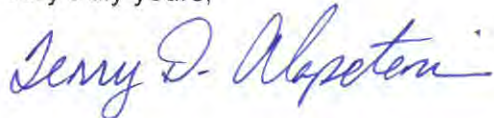
1. There are no liens or claims for labor and materials furnished on this project.
2. A full sixty (60) days have elapsed since the official acceptance of this project by the City of Selah.
3. The City has received Notice of Completion clearance from the Department of Revenue, Department of Labor and Industries and the Employment Security Department relative to this contract. Please provide a copy of each to our office.

4. The City has received the following from HLA Engineering and Land Surveying, Inc. (HLA):
 - a. HLA has confirmed that all punch list items identified during the final walk-through inspection have been completed.
 - b. HLA has delivered one (1) neatly marked full-size set, two (2) 11"x17" sets, and a scanned set of record drawings to the City of Selah on January 18, 2019.
 - c. A notarized certificate from the Contractor which states that all labor and materials furnished on this project have been paid for is attached.
 - d. The required project labor and equal employment opportunity documents will be delivered to the City of Selah on June 14, 2019.

We would appreciate receiving a copy of the City Council Resolution authorizing project acceptance, and release of the contract bond.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,



Terry D. Alapeteri, PE

TDA/crf

Enclosures

Copy: Kevin Muffett, Columbia Asphalt & Ready-Mix (Email)
Caroline Fitzsimmons, HLA
Construction File

City of Selah
 222 So. Rushmore Road
 Selah, WA 98942

CIVIC CENTER PARK AND RIDE LOT IMPROVEMENTS
 Fed Aid No.: CM-1155(007)
 HLA Project No.: 17126C

TO: Columbia Asphalt & Ready-Mix
 P.O. Box 9337
 Yakima, WA 98909

Progress Estimate No.: 4 AND FINAL
 Date: March 7, 2019

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 4 Quantity	Quantity to Date	Amount	Contract Quantity
1	Minor Change	FA	EST.	\$5,000.00	0.00	360.66	\$360.66	7%
2	SPCC Plan	LS	1	\$500.00	0%	100%	\$500.00	100%
3	Mobilization	LS	1	\$17,500.00	0%	100%	\$17,500.00	100%
4	Project Temporary Traffic Control	LS	1	\$5,000.00	0%	100%	\$5,000.00	100%
5	Unclassified Excavation Incl. Haul	CY	1,040	\$26.00	0	1,040	\$27,040.00	100%
6	Crushed Surfacing Base Course	TON	1,450	\$24.00	0.00	1,194.32	\$28,663.68	82%
7	HMA CL. 1/2" PG 64-28	TON	700	\$96.00	0.00	723.04	\$69,411.84	103%
8	Storm Sewer Pipe 12 In. Diam.	LF	274	\$40.00	0	277	\$11,080.00	101%
9	Underdrain Pipe Infiltration Trench System 12 In. Diam.	LF	125	\$97.00	0	140	\$13,580.00	112%
10	Catch Basin Type 1	EA	8	\$1,750.00	0	10	\$17,500.00	125%
11	Adjust Manhole	EA	1	\$350.00	0	0	\$0.00	0%
12	Pretreatment Manhole 48-Inch Diam.	EA	2	\$12,400.00	0	2	\$24,800.00	100%
13	Shoring or Extra Excavation	LF	125	\$1.00	0	140	\$140.00	112%
14	ESC Lead	EA	5	\$125.00	0	5	\$625.00	100%
15	Erosion/Water Pollution Control	FA	EST.	\$3,000.00	0.00	5,162.71	\$5,162.71	172%
16	Sod Installation	SY	580	\$20.50	0	0	\$0.00	0%
17	Irrigation System	LS	1	\$24,500.00	0%	0%	\$0.00	0%
18	Cement Conc. Traffic Curb and Gutter	LF	550	\$34.50	0	658	\$22,701.00	120%
19	Cement Conc. Planter Curb	LF	640	\$35.50	0	637	\$22,613.50	100%
20	Dumpster Enclosure	LS	1	\$7,700.00	0%	0%	\$0.00	0%
21	Cement Conc. Sidewalk 6-Inch Thick	SY	190	\$65.00	0	184	\$11,960.00	97%
22	Cement Conc. Sidewalk 4-Inch Thick	SY	195	\$58.00	0	187	\$10,846.00	96%
23	Cement Conc. Curb Ramp	EA	1	\$2,400.00	0	1	\$2,400.00	100%
24	Illumination System, Complete	LS	1	\$62,500.00	44%	100%	\$62,500.00	100%
25	Permanent Signing	LS	1	\$1,400.00	100%	100%	\$1,400.00	100%
26	Pavement Markings	LS	1	\$2,400.00	0%	0%	\$0.00	0%
SUBTOTAL							\$355,784.39	

NOTARIZED STATEMENT

TO THE

City of Selah

I hereby certify that

- a) all materials and labor used and performed in the construction of the CIVIC CENTER PARK AND RIDE LOT IMPROVEMENTS - Project Number 17126C, for the City of Selah, have been paid in full and there are no liens or other legal actions pending;
- b) Columbia Asphalt & Ready-Mix, has complied with the provisions of Section 1-07.19 (Gratuities) of the Standard Specifications; and
- c) All industrial insurance premiums, as required under RCW 51.12.050 (Public Works) and RCW 51.12.070 (work done by contract) have been paid.

by *[Signature]*

Jeffrey Kyle Hopkins Construction Manager
Name and Title (Please print or type)

Columbia Asphalt & Ready-Mix
Contractor

STATE OF WA)
COUNTY OF Yakima) SS



SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON March 21, 2019

BY *[Signature]*
(Signature)

Notary Public Printed Name: Krista Sullivan

My Appointment Expires: 7/25/19

(Please return completed CERTIFICATION form to HLA)

City of Selah
 222 So. Rushmore Road
 Selah, WA 98942

TO: Columbia Asphalt & Ready-Mix
 P.O. Box 9337
 Yakima, WA 98909

CIVIC CENTER PARK AND RIDE LOT IMPROVEMENTS

Fed Aid No.: CM-1155(007)
 HLA Project No.: 17126C

Progress Estimate No.: 4 AND FINAL

Date: March 7, 2019

SCHEDULE OF VALUES

BID ITEM	DESCRIPTION	UNIT	BID QUANT	UNIT BID	TOTAL BID	EST 4 TOTAL	TOTAL TO DATE	Earned Amount	Contract Quantity
24	Illumination System, Complete	LS	1		\$62,500.00				100.00%
	Service	LS	1	\$6,838.00	\$6,838.00	10%	100%	\$6,838.00	
	Light Bases	EA	7	\$1,470.57	\$10,294.00		7	\$10,294.00	
	Light Poles	EA	7	\$2,571.43	\$18,000.00	7	7	\$18,000.00	
	Fixtures	EA	7	\$431.14	\$3,018.00		7	\$3,018.00	
	J-Boxes	EA	7	\$629.43	\$4,406.00		7	\$4,406.00	
	Conduit Installation	LF	600	\$18.87	\$11,319.00		600	\$11,319.00	
	Conductors	LF	600	\$14.38	\$8,625.00	600	600	\$8,625.00	
SUBTOTAL, BID ITEM 24								\$62,500.00	

The Schedule of Values is an administrative form used to calculate the percentage of completion. The actual basis of payment are the amounts shown on the Progress Estimate.

City of Selah
 222 So. Rushmore Road
 Selah, WA 98942

CIVIC CENTER PARK AND RIDE LOT IMPROVEMENTS
 Fed Aid No.: CM-1155(007)
 HLA Project No.: 17126C

TO: Columbia Asphalt & Ready-Mix
 P.O. Box 9337
 Yakima, WA 98909

Progress Estimate No.: 4 AND FINAL

Date: March 7, 2019

MINOR CHANGES

DATE	DESCRIPTION	PAID AS	SUB AMOUNT	GC AMOUNT	TOTAL AMOUNT	SUB NAME	TIME EXTENSION
11/30/2018	SEE FORCE ACCOUNT SUMMARY FOR DETAIL	1		\$360.66	\$360.66		
					\$0.00		
Subtotal					\$360.66		
					\$0.00		

cc: Columbia Asphalt & Ready-Mix
 Terry Alapeteri, PE, HLA
 Eric Hovorka, Nico Salamanca, HLA

HLA ENGINEERING AND LAND SURVEYING, INC.

CITY OF SELAH
PROJECT NAME:

HLA PROJECT NO.:
PRIME CONTRACTOR:
DESCRIPTION:

DATE:
Progress Estimate No.:

March 7, 2019
4 AND FINAL

CIVIC CENTER PARK AND RIDE LOT IMPROVEMENTS

17126C
COLUMBIA ASPHALT & READY-MIX
SUMMARY OF COSTS

FORCE ACCOUNT SUMMARY

DATE	LOCATION	COST	COST TO DATE	COMMENTS
BID ITEM 1 - MINOR CHANGE				
10/26/18	SELAH AVE.	\$360.66	\$360.66	COLUMBIA - REMOVE CURB ON SOUTH SIDE OF PARKING LOT.
BID ITEM 15 - EROSION/WATER POLLUTION CONTROL				
9/26/18	SE CORNER CC PARKING LOT, N & SW CORNER SELAH AVE/FIRST ST., SW CORNER SELAH AVE., N CENTER PARK AVE.	\$5,162.71	\$5,162.71	COLUMBIA - PLACED INLET PROTECTION GUARDS INSIDE EXISTING CB'S. REMOVAL/HAUL AWAY OF NATIVE MATERIAL TO BUILD CONSTRUCTION ENTRANCES.

cc: Columbia Asphalt & Ready-Mix
Terry Alapeteri, PE, HLA
Eric Hovorka, Nico Salamanca, HLA



Original
 Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: _____ Contractor's UBI Number: 600 204 527

Name & Mailing Address of Public Agency
City of Selah 115 West Naches Avenue Selah, WA 98942 UBI Number: 392 000 174

Department Use Only
Assigned to: _____
Date Assigned: _____

Notice is hereby given relative to the completion of contract or project described below

Project Name CIVIC CENTER PARK AND RIDE LOT IMPROVEMENTS		Contract Number 17126C	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) Pave existing gravel park and ride lot including unclassified excavation, crushed surfacing, HMA, curb, concrete sidewalk, storm drainage improvements, lighting and related improvements.			
Federally funded transportation project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if yes, provide Contract Bond Statement below)			
Contractor's Name Columbia Asphalt & Ready-Mix	E-mail Address kristas.sullivan	Affidavit ID* 851571 / 851539 / 835151	
Contractor Address P.O. Box 9337 Yakima, WA 98909		Telephone # (509) 877-1260	
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input checked="" type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)			
Name: Fidelity and Deposit Company of Maryland		Bond Number: 9294621	
Date Contract Awarded 08/28/18	Date Work Commenced 09/24/18	Date Work Completed 06/11/19	Date Work Accepted
Were Subcontractors used on this project? If so, please complete Addendum A.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Affidavit ID* - No L&I release will be granted until all affidavits are listed.			

Contract Amount	\$ 401,170.00		
Additions (+)	\$ _____	Liquidated Damages \$	_____
Reductions (-)	\$ 45,385.61	Amount Disbursed \$	355,784.39
Sub-Total	\$ 355,784.39	Amount Retained \$	_____
Sales Tax Rate _____ %			

(If various rates apply, please send a breakdown)

Sales Tax Amount	\$ _____		
TOTAL	\$ 355,784.39	TOTAL \$	355,784.39

NOTE: These two totals must be equal

Comments:

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
 NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.

Submitting Form: Please submit the completed form by email to all three agencies below.

Contact Name: Dale Novobielski

Title: Clerk - Treasurer

Email Address: dale.novobielski@selahwa.gov

Phone Number: (509) 698-7334



City of Selah
CIVIC CENTER PARK AND RIDE LOT IMPROVEMENTS
 17126C
 Columbia Asphalt & Ready-Mix
 Contractor's Phone No.: (509) 453-2063

PROJECT CLOSING CHECK LIST

*Dale Novobielski / Caprise Groo:

Date Received/Sent:

- The City has received the following from HLA Engineering and Land Surveying, Inc.:

- Final Progress Estimate:
- Notice of Completion of Public Works Contract DOR/L&I:
- Notarized Statement:
- Confirmation that all Punch List items complete:
- Record Drawings:

EMAILED/DELIVERED 06/14/19

 " "

 " "

Labor and equal employment opportunity documents:

- Statement of Intent / Affidavit of Wages Paid approved by the State Department of Labor and Industries:
- Certified payrolls for the Contractor and Sub-contractor:

DELIVERED/EMAILED 06/18/19

 ✓

- Council resolution authorizing project acceptance:
 - **Copy sent to HLA (cfitzsimmons@hlcivil.com):**
- **Sent 1** copy of Notice of Completion of Public Works Contract to Department of Revenue:
 - **Received** WS Department of Revenue Cert of Payment Of State Excise Taxes by PW Contractor release: (Example Copy Attached) ✓
 - **Copy sent to HLA (cfitzsimmons@hlcivil.com):**

DELIVERED 06/14/19

 " "

- **Sent 1** copy of Notice of Completion of Public Works Contract to Employment Security Department:
 - **Received** WS Employment Security Dept Cert of Payment of Contribution.... PW Contract release: (Example Copy Attached - Form EMS 8449 760 R3-98) ✓
 - **Copy sent to HLA (cfitzsimmons@hlcivil.com):**
- **Sent 1** copy of Notice of Completion of Public Works Contract to Department of Labor and Industries:
 - **Received** Dept. of Labor & Industries Cert of Payment Of Industrial Insurance Premiums by PW Contractor release: (Example Copy Attached) ✓
 - **Copy sent to HLA (cfitzsimmons@hlcivil.com):**

- There are no liens or claims for labor and materials filed against retainage:
- A full sixty (60) days have elapsed since the official acceptance of this project by the City Council:
- Released Contract Bond :
 - **Copy sent to HLA (cfitzsimmons@hlcivil.com):**



Employment Security Department

WASHINGTON STATE

P.O. Box 9046 Olympia, WA 98507-9046 | Fax 360-902-9287

CITY OF TIETON
Attn: Fred Munoz
PO BOX 357
TIETON, WA98947

) CERTIFICATE OF
) PAYMENT OF CONTRIBUTIONS
) PENALTIES AND INTEREST ON
) PUBLIC WORKS CONTRACT

ES Reference #: 26524800 7
UBI No: 600202757

CONTRACTOR:

SCHNEIDER EQUIPMENT INC
21881 RIVER RD NE
SCHNEIDER EQUIPMENT INC
SAINT PAUL, OR 97137-9508

The Employment Security Department hereby certifies those contributions, penalties and interest due from the above named contractor under the Employment Security Act have been paid in full or provided for with respect to the following public works contract:

Description: Well No 4 Drilling Casing and Testing.

Contract number: 18042A-C

The Employment Security Department hereby certifies that it has no claim pursuant to RCW 50.24.130 against the public body named above for tax attributable to service performed for said public body by the above named contractor on the above described contract. The Employment Security Department releases its lien on the retained percentage which is provided by RCW 60.28.040 for contributions, penalties and interest due from said contractor.

This certificate does not release said contractor from liability for additional contributions, penalties and interest which may be later determined to be due with respect to the above mentioned contract.

Dated at Olympia, Washington on March 27, 2019.

EMPLOYMENT SECURITY DEPARTMENT

Original - Disbursing Officer
Duplicate - Employer
Triplicate - Central Office Files



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

TOWN OF TIETON
C/O CLERK-TREASURER
PO BOX 357
TIETON WA 98947-0357

February 14, 2019
Letter ID: L0008528918
UBI: 600-202-757
Account ID: 600-202-757
Account Type: Excise Tax

We hereby certify that taxes, increases and penalties due or to become due from the contractor listed below under Chapter 180, Laws of 1935, as amended, with respect to the following public works contract:

SCHNEIDER WATER SERVICES

CITY OF TIETON
WELL NO 4-DRILLING, CASING, AND TESTING
CONSTRUCTION OF A NEW PORTABLE WATER WELL TO PROVIDE A SOURCE OF GROUNDWATER FOR MUNICIPAL USE BY THE CITY OF TIETON. WELL CONSTRUCTION WILL INCLUDE A SURFACE SEAL, GROUTING, CASING, WELL SCREEN, DEVELOPMENT, DISINFECTION, PUMPING TESTS, AND SITE CLEANUP.

has been paid in full, or is in the Department's opinion readily collectible without recourse to the state's lien on the retained percentage.

This certificate is issued pursuant to the provision of Chapter 60.28 Revised Code of Washington for the sole purpose of informing the state, county, or municipal officer charged with the duty of disbursing or authorizing the payment of public funds to said contractor that the Department of Revenue hereby releases the state's lien on the retained percentage provided by this Chapter for excise taxes due from said contractor.

This certificate does not release said contractor from liability for additional tax that may be later determined to be due with respect to the above-mentioned contract or other activities.

Dated February 14, 2019 at Olympia, Washington.

Christie VanHorn

Certifying Officer



STATE OF WASHINGTON

DEPARTMENT OF LABOR AND INDUSTRIES

PO Box 44274 Olympia, Washington 98504-4274

February 20, 2019

TIETON, CITY OF
PO BOX 357
TIETON WA 98947

CERTIFICATE TO RELEASE L&I'S HOLD ON RETAINAGE

The Washington State Department of Labor & Industries is granting approval to release our hold on the retained amount for **WELL NO. 4 - DRILLING, CASING AND TESTING, Contract HLA No. 18042A, Affidavit 824949** to the following contractor:

SCHNEIDER EQUIPMENT INC 514,763-00 600 202 757

We have determined that all workers' compensation premiums, increases, and penalties for this contractor have been paid in full or are readily collectible without recourse to the retained funds, per chapter 60.28 RCW.

The contractor may still be liable for payment if we later determine they owe additional premiums related to this contract or other activities.

Before final payment can be made to the contractor, you will also need to receive releases from the Departments of Revenue and Employment Security Department in addition to ensuring:

- All liens against retainage have been satisfied
- All *Affidavit of Wages Paid* forms have been filed

Thank you,

Wendy Bowe
Contract Release Specialist
(360)902-5772
MCWE235@LNI.WA.GOV

cc: SCHNEIDER EQUIPMENT INC
21881 RIVER RD NE
ST PAUL OR 97137

235003100004000200000000



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
7/9/2019 N – 4

Title: Resolution authorizing the Mayor to sign an agreement between the City of Selah and Traho Architects, P.S. for services related to the construction of a new city hall and police station.

From: Jeff Peters, Community Development Supervisor

Action Requested: Approval

Staff Recommendation:

Staff recommends passage of the accompanying resolution.

Board/Commission Recommendation: Approval

Fiscal Impact: \$5,850.00

Funding Source: Fund 301

Background / Findings & Facts: On May 21, 2019, the City of Selah's Facilities Committee met to discuss options for purchasing certain real property within the City of Selah to develop a city/police station, and to consider to what extent repairs should be made to the existing city hall. The committee's recommendation was to pursue options of constructing a new city hall adjacent to the city's Civic Center, and to minimize repairs to the existing city hall. City Administrator Wayman was directed to investigate the feasibility and spatial requirements of moving the new city hall adjacent to the city's Civic Center. On June 20, 2019, Traho Architects, P.S. at the request of the City Administrator presented their contract to the Facilities Committee to investigate the spatial requirements of moving the proposed city hall. As a result, the committee recommended that the



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



City Administrator bring a resolution recommending approval of the contract to the council's next meeting.

Recommended Motion: I move that the City Council pass the Resolution authorizing the Mayor to sign an agreement between the City of Selah and Traho Architects, P.S.

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:
5/21/2019	Facilities Committee Meeting – Decision to have combined facility at Civic Center.
6/20/2019	Facilities Committee Meeting – Traho Architects, P.S. Presentation for Amendment to Centennial Hall Report, 2016.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SELAH, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SELAH AND TRAHO ARCHITECTS, P.S. TO PROVIDE DESIGN SERVICES
RELATED TO THE CONSTRUCTION OF A NEW CITY HALL AND POLICE STATION

WHEREAS, the City of Selah previously engage the services of Traho Architects, P.S. in November 2016 to complete a Predesign Report for a Centennial Hall (city hall/police station design) located in the vicinity of Naches Ave. and 4th St.; and,

WHEREAS, the City of Selah Facilities Committee has determined that it would be beneficial to the city and community to combined public services for a city hall, police station, and civic center at one location; and,

WHEREAS, the City of Selah wishes to engage Traho Architects, P.S. via contract to conduct a Minor Amendment Summary Report to the City of Selah Centennial Hall Predesign Report, November 2016 to explore options for location of a new city hall/police station, and its spatial requirements adjacent to the city's existing civic center; and,

WHEREAS, the fees for services to conduct the Minor Amendment Summary Report to the City of Selah Centennial Hall Predesign Report, November 2016 shall not exceed \$5850.00; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign the June 10, 2019, contract between the City of Selah and Traho Architects, P.S. to provide design services related to construction of a new city hall and police station.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of July 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

**AGREEMENT FOR SERVICES
NOT-TO-EXCEED (NTE)**



Date Effective: June 10, 2019

Parties: Traho Architects, P.S. (hereinafter Architect)
City of Selah, 115 W. Naches Ave., Selah, WA 98942 (hereinafter Client)

Job #: 19-04
Project: Minor Amendment Summary Report from the Predesign Report 2016.

Scope of Work: See Attachment A

Fee

The fee for Services described in Attachment A, will be based on a not-to-exceed (NTE) amount of \$5,850.00.

Initial Payment of \$ -0- shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account.

Additional Services requested by the Client, not listed in the scope of work, will be provided at the hourly rate basis – Fee Schedule attached.

Reimbursable Expense

Are additional to compensation for Services and Additional Services and the Client shall reimburse Architect for all expenses necessitated by the provisions of services, outlined on the attached Fee Schedule.

Payment

Billing will be sent to the Client monthly; payment will become due within thirty days. Accounts unpaid thirty days after invoice date will be charged 1.5% interest per month. In the event that Traho retains agent for purposes of enforcing the terms of this Agreement (including payment of bills and expenses), Client agrees to pay all such reasonable agent's fees and costs associated therewith including, but not limited to, filing fees, expert and witness fees, deposition and discovery costs, and all other costs and expenses reasonably incurred in the enforcement and/or prosecution of rights under this Agreement.


Termination

If Client should desire to terminate this professional relationship, simply notify our office, in writing, and fees will be assessed only up to the date of notification.

Acknowledgement

If Client concurs with the terms listed above, please sign and date both copies of the Agreement for Services where indicated. Our receipt of one signed and dated copy will serve as our notice to proceed with the project. The parties agree that they have read and understand the terms of this Agreement and by signing below, acknowledge a receipt of an Executed Agreement.

Signatures:



Principal Architect
Name
NANCY CARRON

6-10-2019
Date

Client – Authorized Signature

Title

Date

Attached: Attachment A
Fee Schedule



June 10, 2019

ATTACHMENT A

Traho Project # 19-04

**Centennial Hall- Amended Report
Selah, WA**

Project: Minor Amendment Summary Report from the Predesign Report 2016

Selah's new City Hall, Police Station, and District Court Facilities. Revised location studies on property adjacent to the current Civic Center, 216 S 1st St, Selah, WA 98942.

Traho Responsibilities – Scope of Work:

Minor Amendments to the November 2016, City of Selah Centennial Hall. New City Hall, Police Station and District Court Facilities to reflect preliminary costs for location adjacent to the Selah Civic Center.

Report will be based on planned program spaces and city requirements for site and areas from the 2016 Traho report.

Traho will provide three (3) development options for the current Civic Center site and vicinity. All solutions do not modify or address the current Civic Center Building or operations. Each option will include description of concepts with pro /con comments and a budget of \$16,000,000 to \$17,000,000 development.

-Renderings (computer generated color and or study images) of each of the three options will be provided and are a reimbursable expense.

City of Selah Responsibilities:

- Confirm that original study space program and parking requirements for the City Hall, Police Department, District Court are still accurate for the basis for new building study.
- Provide Civic Center and Centennial Hall shared parking requirements.
- Provide Civic Center site parking space requirements utilities – data, fiber-optic line power, water, sewer and septic.

Fee:

Billing will be based upon percentage (%) of project completion. Traho Architects compensation, not including reimbursable expenses, will not exceed a total cost which includes electronic copies of report and renderings of **\$5,850.00**. Rendering fees will be added as reimbursable expenses. All work to be completed by August 1, 2019.



Effective: January 1, 2019

FEE SCHEDULE
Standard Hourly Rates / Additional Services Hourly Rates

Architectural Services

Principal Architect:	\$130.00
Associate Architect:	\$120.00
Project Manager / Designer:	\$120.00
Construction Management:	\$120.00
Contract Administrator:	\$ 90.00
Expert Testimony	\$400.00

Consulting Engineering Fees at a multiple of 1.12 times the actual amount billed to the Architect.
Reimbursable Expenses at a multiple of 1.12 times the actual expenses incurred.

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. IRS Standard Mileage Rate. Transportation and authorized out-of-town travel and subsistence;
2. Dedicated data and communication services, teleconferences, Project Web sites and extranets, long distance services;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents which include AIA contracts;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, models, mock-ups, professional photography and presentation materials requested by the Owner;
8. Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses; and
11. Other similar Project-related expenditures.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
7/9/2019 N – 5

Title: Resolution authorizing the Mayor to Sign an Employment Agreement with Mr. Robert Noe

From: Donald Wayman, City Administrator

Action Requested: Approval

Staff Recommendation: Approval of contract

Fiscal Impact: \$56,187.00

Funding Source: Multiple funds across all departments share proportional costs.

Background / Findings & Facts: This action will bring Mr. Noe into a full time position as the City Attorney.

Recommended Motion: Approve the Resolution

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:

1/9/2018

Action Taken:

Resolution authorizing the Mayor to sign a Contract for Legal Services with Robert F. Noe, PLLC

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the Mayor to sign an Employment Agreement for Legal Services with Robert F. Noe.

WHEREAS, the City of Selah has a need for civil city attorney legal services;

WHEREAS, the City of Selah wishes to enter into an Employment Agreement for Legal Services with Robert F. Noe for these services;

WHEREAS, said contract sets forth the terms and conditions for provision of those legal services;

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

The Mayor is authorized to sign an Employment Agreement for Legal Services with Robert F. Noe.

PASSED this 9th day of July, 2019.

Sherry Raymond, Mayor

ATTEST:

APPROVED AS TO FORM:

Dale Novobielski, Clerk/Treasurer

Robert F. Noe, City Attorney

EMPLOYMENT AGREEMENT
BETWEEN ROBERT F. NOE AND THE CITY OF SELAH
(City Attorney)

1. PARTIES.

This Agreement shall be effective as of the 1st day of August, 2019, by and between the City of Selah, Washington, a municipal corporation of the State of Washington (hereafter referred to as "City") and Robert F. Noe (hereafter referred to as "Noe") for the purposes more fully set forth below.

2. RECITALS.

2.1 Noe has been serving as the City Attorney for the City of Selah since July 2003, first in an in-house employee capacity through April, 2006, and then on a contracted basis from April 2006 to the present.

2.2 Noe has recently been presented with alternative employment opportunities and the City would like to retain Noe as its City Attorney.

2.3 In recognition of Noe's length of service to the City, his institutional knowledge, and his good work in helping the City through challenging legal matters in the past, the City has presented an offer of employment to Noe to serve as its in-house City Attorney and Noe has agreed to accept employment in that capacity.

2.4 Both parties desire to establish the terms and conditions of employment by means of this Agreement.

3. COMMENCEMENT OF EMPLOYMENT.

3.1 Agreements. Noe accepts employment as the in-house City Attorney for the City effective August 1, 2019.

3.2 Term. Noe's employment shall continue for an indefinite period as a series of one year agreements automatically renewed, unless terminated in the manner provided in this Agreement. If the City intends not to renew the Agreement, it shall give 60-days' notice of its intention to terminate the Agreement to Noe. If the Agreement is terminated or not renewed, Noe shall be entitled to severance pay according to Section 6.1.1, below. No severance shall be payable, however, in the event that termination or non-renewal is for cause as described in Section 6.1.1.

4. SALARY AND PERFORMANCE REVIEW.

4.1 Financial Compensation - Performance Review. The starting salary for the City Attorney position shall be \$132,000 per year (salary is based on Noe's years of

service to the City (more than 16) and based on his experience in municipal law (over 25 years). Said salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City. Noe shall be entitled to receive annual cost-of-living increases based on the percentage of increase, if any, provided to other non-represented City employees. Noe's performance shall be reviewed and a written evaluation conducted jointly by the City Administrator and Mayor at least annually and more frequently if required by the Mayor.

4.2 Vacation Leave, Sick Leave, Health Care, Holidays, and Other Fringe Benefits. Noe will be provided with two weeks vacation at the time this Agreement is signed and shall accrue 12 hours vacation time per month for a total of 18 days per year. Sick leave shall accumulate at the rate of 8 hours per month. Health care, holidays and other fringe benefits shall be provided to Noe consistent with the same being offered to other non-represented employees of the City and in accordance with City of Selah Personnel Policies as now in place or as may be later amended. Noe will be granted 3 weeks of paid vacation during his first year of employment under this Agreement.

5. DUTIES.

5.1 Generally. Noe shall perform all the functions and duties of the City Attorney as set forth in Selah Municipal Code section 1.10.012 referencing RCW 35.23.111, including such duties that the Mayor or his or her designee shall from time to time assign. The City Attorney position is considered a managerial position and the City Attorney will occupy a position of confidentiality with the Mayor and City Council. Noe currently provides City Attorney services to two other small cities under contract (Moxee and Tieton) and he shall continue to be permitted to provide those services to those cities. In the event Noe seeks to engage in any additional work, that work must be approved by the City Administrator and consideration will be given as to whether that work interferes with Noe's work for the City of Selah.

5.2 Hours of Work. Noe's work schedule shall be a minimum of forty hours per week. Noe is an exempt employee under the terms of the Fair Labor Standards Act and shall not be compensated for overtime work. It is contemplated, given the nature of the position and duties set forth above, that Noe's work schedule will be flexible.

5.3 Meetings. Noe understands that, in addition to his duties referenced in Section 5.1 above, unless otherwise excused, he shall also be required to attend certain nighttime meetings including, but not limited to City Council meetings, study sessions, and special meetings. Said meetings are an integral part of the duties of the position, and have been and are included in the consideration in establishing the salary to be paid to Noe.

6. TERMINATION OF EMPLOYMENT.

6.1 By City. It is recognized that this Agreement is a contract for personal services. Noe acknowledges that he is an “at will” employee and agrees that the City may terminate his employment at any time.

6.1.1 Severance Pay. In the event that the City elects to terminate Noe for any reason other than for “just cause”, as defined below, Noe shall receive six months salary and health insurance benefits, both commencing on the date of termination of employment. Salary shall be payable over the six-month period on regular City paydays.

6.1.2 In the event that Noe is terminated for “just cause,” he shall be ineligible for severance benefits.

The following circumstances, which are illustrative only and not intended to be an all-inclusive list, shall constitute “just cause”: willful misconduct including but not limited to commission of any criminal act or violation of City policy; conduct detrimental to the City, or its reputation, or its operations or activities; failure to adequately perform the job duties; insubordination.

6.2 In the event Noe shall voluntarily terminate his employment with the City Noe agrees to provide the City with not less than four weeks prior written notice of the effective date of such termination in order to afford the City a reasonable opportunity to find an interim or replacement. In the event a replacement is found who is able to commence employment prior to the expiration of the four week notice period, the parties agree that they shall, in good faith, negotiate an earlier termination date.

7. GENERAL PROVISIONS.

7.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement, or the municipal code, as incorporated by specific reference. The parties to this Agreement further agree that all provisions of the Selah Municipal Code that are not specifically covered by this Agreement are in full force and effect as if set out herein.

7.2 Modification. The parties further agree that this Agreement can be amended or modified only with the written concurrence of both parties, except for those terms set forth in the Selah Municipal Code.

7.3 Illegality. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the City shall have the right, at its sole option, to continue the Agreement without the unconstitutional, invalid, or unenforceable provision or position, or to declare the Agreement void and enter into negotiations with Noe for the execution of a new personal service agreement.

7.4 Notices. Any notices required to be given under this Agreement shall be hand delivered to the following parties at the following addresses, unless written notice of a change in either such address is provided to the other:

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

Noe: Address as shown on the most current City
Employee Roster at the time of mailing, or
personally at City Hall.

SIGNED THIS 9th day of July, 2019.

CITY OF SELAH

Sherry Raymond, Mayor

Robert F. Noe

Attest:

Dale Novobielski, Clerk/Treasurer



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting

Action Item

7/9/2019

O – 1

Title: Ordinance to consider amendments to Selah Municipal Code (SMC) Title 9.10 pertaining to the establishment of sewer connection charges (9.10.060A) in the City of Selah.

From: Jeff Peters, Community Development Supervisor

Action Requested: Approval

Staff Recommendation: Approval of the accompanying ordinance.

Board/Commission Recommendation: Approval

Fiscal Impact: Sewer connection charge of \$2,500 per equivalent residential unit (ERU) commencing January 1, 2020, and a 2.5% annual increase beginning January 1, 2021.

Funding Source: Fund 415 Sewer

Background / Findings & Facts: The City of Selah's 2018 General Sewer Capital Improvement Plan identifies that the estimated cost to cover all system upgrades needed to serve the city at full build out is \$32,983,000. In order to meet the city's growth demands for the next twenty years the 2018 General Sewer Capital Improvement Plan recommends that the city establish a \$6,183.00 per Equivalent Residential Unit (ERU) (300 gallons per day) sewer connection fee be established to pay for the required improvements. Through the course of several public meetings with the development community and public, the City of Selah recognized that the full connection fee may have a financial impact on the development community, and lessened the connection fee to \$2,500 per ERU coupled with an initial eight percent sewer rate increase in 2020, and subsequent three percent sewer rate increases in years 2021 – 2022. By adopting, the proposed sewer connection fee ordinance and accompanying rate resolution the city will be



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



able to provide for the efficient and timely provision of sanitary sewer service to the City and its Urban Growth Boundary both now and in the future.

Recommended Motion: I recommend that the City Council pass the attached ordinance amending Selah Municipal Code Chapter 9.10 Sewer System establishing a sewer connection charge for new connections to the City of Selah's Municipal Sewer System.

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:
3/5/2019	Public Meeting with Planning Commission & Development Community
6/4/2019	Public Meeting with Planning Commission & Development Community

ORDINANCE NO. _____

ORDINANCE AMENDING TITLE 9.10 RELATING TO SEWER CONNECTION FEES

WHEREAS, a high quality, well maintained sanitary sewer system is critical for providing adequate and reliable sanitary sewer service to the present and future residents of the City of Selah; and

WHEREAS, the Washington State Administrative Code (WAC) 173-240-050 requires that cities prepare a general sewer plan to identify current sanitary sewer system capacity concerns, build out capacity, required improvements, a rehabilitation and replacement program, and develop a Capital Improvement Program to meet these needs; and

WHEREAS, the City of Selah's 2018 General Sewer Plan is an ancillary document to the City's adopted Comprehensive Plan consistent with federal requirements, and state statutes; and

WHEREAS, adoption of the General Sewer Plan will help the City of Selah plan for efficient and timely provision of sanitary sewer service to planned growth areas within the city's Urban Growth Boundary; and

WHEREAS, the City of Selah adopted its 2018 General Sewer Plan on November 20, 2018; and

WHEREAS, the City of Selah's 2018 General Sewer Capital Improvement Plan identifies that the estimated cost to cover all of the system upgrades needed to serve the city at full build out is \$32,983,000; and

WHEREAS, in order to meet the city's growth demands the 2018 General Sewer Capital Improvement Plan recommends that a \$6,183.00 per Equivalent Residential Unit (ERU) (300 gallons per day) sewer connection fee be established; and

WHEREAS, land uses that use less or more than one ERU will pay an adjusted connection fee based upon their equivalent residential use as more defined in the below ordinance; and

WHEREAS, the City of Selah recognizes that the full connection fee may have a financial impact on the development community and development projects both planned and under review; and

WHEREAS, the City of Selah has determined that to lessen the impact on the development community, the connection fee should be reduced to \$2,500 per ERU coupled with an initial eight percent sewer rate increase in 2020, and subsequent three percent sewer rate increases in years 2021 – 2022; and

WHEREAS, adoption of the sewer connection fee will provide for the efficient and timely provision of sanitary sewer service to provide for future planned growth and plant capacity to serve the city and its Urban Growth Boundary.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, DOES

ORDAIN AS FOLLOWS:

Section 1. SMC Chapter 9.10 Sewer System is hereby amended as follows:

**Chapter 9.10
SEWER SYSTEM**

Sections:

- 9.10.010** Definitions.
- 9.10.020** Creation of department.
- 9.10.030** Admission of wastes into public sewers.
- 9.10.040** Prohibited discharges.
- 9.10.060** Sewer service charge.
- 9.10.060A** Sewer connection charge.
- 9.10.061** Responsibility for sewerage charge.
- 9.10.061A** Proration of sewerage charge.
- 9.10.062** Sewerage charges – When due.
- 9.10.062A** Sewerage charge during construction period.
- 9.10.063** Discontinuance of water service.
- 9.10.066** Minimum charge for property not receiving sewerage service.
- 9.10.072** Pretreatment of industrial waste.
- 9.10.073** Reallocation of capacity.
- 9.10.080** Severability.
- 9.10.130** Payment by city of Selah for its use of sewer services.
- 9.10.140** Inspection and penalties.
- 9.10.170** Violation by city of federal permits.

9.10.010 Definitions.

As used in this chapter:

"Applicant" means the owner or authorized agent of the property to be served, and said applicant shall be the responsible person for payment of bills for sewer service.

"BOD" (denoting Biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five days at twenty degrees centigrade, expressed in milligrams per liter.

"Building drain" means that part of the lowest horizontal piping of a drainage system which

receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside the inner face of the building wall.

"Building sewer" means the extension from the public sewer to the building drainage system.

"City" means city of Selah.

"Commercial or business" means a commercial or business establishment excluding grocery stores, bakeries, restaurants and drive-ins discharging domestic wastes in volumes less than five thousand gallons per day on an average annual flow basis and not constituting a significant load on the sewage works. Wastes from such a user do not pass through a city-approved monitoring station. For the purposes of determining sewer rates, waste from such a user is assumed to have a strength of two hundred mg/l BOD and two hundred mg/l TSS.

"Cooling water" or "uncontaminated cooling water" or "noncontact cooling water" means water used for cooling purposes which does not come into direct contact with any raw material, intermediate product, waste product, or finished product, and that contains no additives, pollutants, toxics, or dangerous wastes.

"Equivalent Residential Unit (ERU)": is considered to have an average sewage discharge of 300 gallons per day. All single-family dwellings and multi-family units of four units or less on a single parcel will be considered a single ERU per dwelling unit.

"Excessive industrial discharge" means any discharge of water, wastewater or industrial waste from an industrial user which, in volume or concentration, exceeds that industrial users allocated capacity for any component (flow, BOD, or TSS) by twenty-five percent for any one day period.

"Grocery stores, bakeries, restaurants and drive-ins" means a commercial or business establishment engaged in the commercial preparation and selling of foods, which typically discharge wastes with strengths greater than the waste discharged by a residential user.

"Industrial user" means any nongovernmental user of the sewage treatment plant identified in the Standard Industrial Classification Manual, 1972, United States Office of Management and Budget, as amended and supplemented. In addition, an industrial user is a user of either the pretreatment plant or the sewage treatment plant who discharges wastewater into the system.

"Industrial waste" means any solid, liquid or gaseous substance discharged or permitted to be discharged to the sewage works from any industrial or manufacturing establishment as distinct from sewage."Major industrial user" means an industrial user who:

- (1) Has a flow of twenty-five thousand gallons or more of process wastewater per average

workday (excluding sanitary, noncontact cooling and boiler blowdown wastewater);

(2) Has a flow equal to or greater than five percent of the flow or organic loading carried by the municipal system receiving the waste;

(3) Has in its waste a toxic pollutant in toxic amounts as defined in standards issued under Section 307(a) of the Federal Water Pollution Control Act Amendments of 1972;

(4) Has a significant impact, either singly or in combination with other contributing industries, on a publicly owned treatment works or on the quality of effluent from that works;
or

(5) Is designated as such by the Washington Department of Ecology.

"Milligrams per liter" (mg/l) shall mean the weight of any substance expressed in milligrams contained within one liter.

"Multi-Residential Dwellings" means dwellings consisting of more than four units on one parcel of land, including, but not limited to, multiplexes, apartments, and multi-unit residential complexes, shall be considered 0.7 ERUs per unit.

"Multi-Residential Developments" means multi-residential developments, including manufactured housing parks, condominiums and townhouse developments, and residential development complexes served collectively or independently, shall be considered as single ERU per dwelling unit.

"Natural outlet" means any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

"Non-city user" means a person connected to and a user of the city sewage works whose physical location is outside the city limits.

"Nonfood industrial user" means an industrial user who does not discharge food processing waste.

"Other ERU Uses" ERUs for other types of discharges shall be based on the average flow as determined from typical usage data available from the Washington State Department of Ecology and approved by the Public Works Director. An ERU shall be assigned to each 300 gallons per day or portion thereof rounded to the nearest one-tenth. (Example: If average flow from a commercial building was estimated to be 580 gallons per day, the connection fee would be based on 1.9 ERUs).

"Parts per million" means a weight-to-weight ratio; the parts-per-million value multiplied by the

factor 8.345 shall be equivalent to pounds per million gallons of water.

"Person" means any individual, firm, company, association, society, corporation, or group.

"PH" means the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

"Private sewer" means the sewer line and disposal system constructed, installed, or maintained where connection with the public sewer system is not required herein.

"Properly shredded garbage" means the wastes from the preparation, cooking, and dispensing of food that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1.27 centimeters) in any dimension.

"Public sewer" means a sewer in which all owners of abutting properties have equal rights, is controlled by public authority, which carries sewage and industrial waste, and to which storm waters, surface waters and ground waters are not intentionally admitted.

"Sewage" means a combination of the water-carried wastes from residences, business buildings, and institutions, together with such ground, surface, and storm waters as may be present.

"Sewage treatment plant" means any arrangement of devices and structures used for treating sewage.

"Sewage works" means all facilities for collecting, pumping, treating, and disposing of sewage.

"Sewer" means a pipe or conduit for carrying sewage.

"Shall" and "may." The word "shall" is mandatory. The word "may" is permissive.

"Slug" means a discharge of water, sewage, or industrial wastes which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen minutes more than five times the average twenty-four hour concentration or flows during normal operation.

"Standard methods" means the examination and analytical procedures set forth in the most recent edition of Standard Methods for the Examination of Water, Sewage, and Industrial Wastes, published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

"Storm sewer or storm drain" means a sewer that carries storm, surface and ground water

drainage, but excludes sewage and industrial wastes other than unpolluted cooling water.

"Strength of wastewater" means the amount of BOD and TSS in the wastewater as determined through samples collected and tested by the city in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association.

"Superintendent" means the public works superintendent of the city of Selah, or his/her authorized representative.

"Treatment plant supervisor" means the supervisor in charge of the city of Selah sewage treatment plant.

"Total suspended solids" (TSS) means solids that either float on the surface of, or are in suspension in water, sewage, or industrial waste, which are removable by laboratory filtering, are determined by quantitative standard laboratory procedures, and are expressed in milligrams per liter.

"Unpolluted water or liquids" means any water or liquid containing none of the following: free or emulsified grease or oil; acids or alkalis; substances that may impart taste-and-odor or color-characteristics; toxic or poisonous substances in suspension, colloidal state or solution; odorous or otherwise obnoxious gases.

"Usual business hours" means the hours between eight a.m. and five p.m. Monday through Friday.

"Wastewater" means a combination of the liquid or water carried wastes removed from residences, institutions, commercial, and industrial establishments, together with such ground water surface water, and storm water as may be present.

"Watercourse" means a channel in which a flow of water occurs, either continuously or intermittently. (Ord. 1394, 1998.)

Section 2. SMC Section 9.10.060A Sewer connection charge is hereby established as follows:

9.10.060A Sewer connection charge.

9.10.060A (1): Purpose

The purpose of this sewer connection fee is to collect funds to pay for capacity improvements to the existing sewer collection system needed as a result of connection of new customers. The proposed fee is \$2,500 per equivalent residential unit (ERU) with a 2.5% annual increase

beginning January 1, 2021. This fee is payable prior to the connection being made.

9.10.060A (2): Connection charge imposed.

A. A connection charge is imposed on the owner of any facility to be connected to the wastewater system when the owner of the facility to be so connected has not paid a wastewater connection charge for connecting such facility to the wastewater system, subject to the provisions below. Payment of the connection charge does not convey any ownership interest in the wastewater system. Payment of the connection charge authorizes connection only to the designated lot and is not transferable to any other lot.

9.10.060A (3): Calculation of the wastewater connection charge and ERU classifications.

The wastewater connection charge for “inside city” and “outside city” shall be calculated based on information and rates existing at the time when payment will be made. The connection charge for “inside city” and “outside city” shall be based on the following:

A. Single-Family Dwelling and Multi-Family dwellings (four or less units on a single parcel with average sewer discharge of one ERU):

- \$2,500.00

B. Multi-Residential Dwellings (four or more units on one parcel of land, including, but not limited to, multiplexes, apartments, and multi-unit residential complexes are considered 0.7 ERUs per unit):

- \$1,750.00

C. Multi-Residential Developments (manufactured housing parks, condominiums and townhouse developments, and residential development complexes served collectively or independently are considered one ERU per dwelling unit):

- \$2,500.00

D. Other ERU Uses (ERUs for other types of discharges are based on the average flow for typical usage data from the Washington State Department of Ecology and approved by the

Public Works Director. An ERU shall be assigned to each 300 gallons per day or portion thereof rounded to the nearest one-tenth).

- \$2,500.00 x percent of ERU based on Washington State Department of Ecology usage data

E. Inflation: Beginning January 1, 2021, and each year thereafter the connection fee shall automatically increase by 2.5% per year to account for increases in inflation.

9.10.060A (4): Charges to be published.

Charges to be published. The City Public Works Director shall maintain a schedule of current charges and shall post such schedule conspicuously, and shall make copies available to interested persons.

Section 3. Severability/Validity. The provisions of this ordinance are declared separate and severable. If any section, paragraph, subsection, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that they would have passed this ordinance and each section, paragraph, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, subsection, clauses or phrases were unconstitutional or invalid.

Section 4. This ordinance shall become effective following legal publication of this ordinance or a summary of this ordinance on January 1, 2020.

Done this 9th day of July 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

ORDINANCE No. _____



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
7/9/2019 O – 2

Title: Ordinance amending the 2019 budget for Fire expenditures

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation:

Approve Ordinance.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$ 60,000

Funding Source: Fund 150 Fire Equipment Reserve

Background / Findings & Facts: To amend the 2019 budget for an increase in expenditures budgeted for the purchase of a Fire tender. This vehicle was budgeted in the 2018 budget; however, the order process was not completed as of year-end and needs to be added to the 2019 Budget.

Recommended Motion: I move to approve an Ordinance amending the 2019 budget for Fire expenditures.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2019 BUDGET FOR FIRE EXPENDITURES

WHEREAS, the City desires to amend the 2019 Budget for Fire expenditures;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2019 Budget as follows:

103 Fire Control

103.000.022.397.00.00.00	Operating Transfers-In	\$ 60,000
103.000.094.594.22.64.00	Capital Outlay	\$ 60,000

150 Fire Equipment Reserve

150.000.097.597.00.01.00	Operating Transfer-Out – F103 Fire Control	\$ 60,000
150.000.008.508.10.00.00	New Ending Reserved Cash & Investments	\$ 335,425

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of July 2019.

Sherry Raymond, 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

7/9/2019

O – 3

Title: Ordinance adopting amendments to Title 9 of the Selah Municipal Code, Public Service and Utilities, including references to Selah Municipal Code Chapter 13.01, City of Selah Design Construction Standards, and Specifications for Public Works Improvements.

From: Joe Henne, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval of the accompanying ordinance.

Board/Commission Recommendation: Approval

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: The City of Selah Public Works Department has identified that the City of Selah has not updated many of its design, and construction specifications for water, sewer, storm water, and public streets, since the 1970's. Therefore the department is recommending adoption of the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvements, attached as Exhibit "A" to ensure that all new development and public works projects protects the public's health, safety and welfare. Furthermore, the amendments to Titles 9 Public Services and Utilities, and Title 10 Zoning provided consistency with the City's Construction Standards Manual, now Title 13 of the City's Municipal Code.

Recommended Motion: I move that the City Council pass the attached ordinance.



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:

10/23/18

Action Taken:

Planning Commission Open Record Public Hearing and Recommendation

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO TITLE 9 OF THE SELAH MUNICIPAL CODE, PUBLIC SERVICE AND UTILITIES, TO INCLUDE REFERENCES TO SELAH MUNICIPAL CODE CHAPTER 13.01, CITY OF SELAH DESIGN, CONSTRUCTION STANDARDS, AND SPECIFICATIONS FOR PUBLIC WORKS IMPROVEMENTS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Selah has created Title 13 to its Municipal Code, Public Works Improvements, and has adopted Chapter 13.01, City of Selah Design, Construction Standards, and Specifications for Public Works Improvements, under that Title;

WHEREAS, Selah Municipal Code section 13.01.010 adopts the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvements;

WHEREAS, references to the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvement need to be made in Title 9 of the Selah Municipal Code, Public Service and Utilities; and,

WHEREAS, pursuant to RCW 35A.12.140, a public hearing was held regarding the adoption of this ordinance and that one (1) copy of each code and regulation adopted hereunder together with a copy of this ordinance specifying amendments and additions thereto were filed in the Office of the Clerk-Treasurer ten (10) days prior to the public hearing; and all persons desiring to speak for and against the adoption of this ordinance and the amendments and supplements thereto have been heard as required by law;

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

Section 1. Section 9.02.040 of the Selah Municipal Code is hereby amended to read as follows:

9.02.040 - Meters.

All services including fire protection pipes extending into buildings are to be metered, **and shall meet the provisions of Chapter 4 of the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010.** If more than one service pipe or meter serves one building, the minimum charges are to apply in the same manner as if the metered services were to different ownerships.

Section 2. Section 9.02.045 of the Selah Municipal Code is hereby amended to read as follows:

9.02.045 - Pressure reducing valve.

Pressure reducing valves shall be designed and installed in accordance with Chapter 4 of the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010. If the utility superintendent determines that in a high-pressure area of the water system a pressure-reducing valve installation is necessary, he shall notify the property owner in writing requiring the installation of a pressure-reducing valve, meeting city specifications within sixty days from the date of notice.

Section 3. Section 9.10.030 (i) and (l) of the Selah Municipal Code are hereby amended to read as follows (all other subsections of Section 9.10.030 are unchanged and will remain in force and effect):

9.10.030 - Admission of wastes into public sewers.

... (i) An application for any permit shall be made on a form furnished by the city of Selah, which the applicant shall supplement with such plans, specifications, and other information **that meet the requirements of Chapter 5 of the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010 and are acceptable by the superintendent deemed necessary by the superintendent.** No permit shall become effective until after the superintendent has inspected and approved the construction or installation as completed and before any underground portions are covered. Inspection shall be made by the superintendent within forty-eight hours after receipt of notice excluding Saturdays, Sundays, and holidays.

...

... (l) A separate and independent building sewer line shall be provided for each building which is constructed and connected to the public sewer system **in accordance with Chapter 5 of the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010;** provided that where feasible this requirement may be waived upon submission of alternate plans approved by and thereafter constructed under the supervision of the superintendent. Each property connected must obtain a permit as provided in subsection (i) of this section and pay the connection charge as provided in Chapter 9.17 of this code.

Section 4. Section 9.23.020 of the Selah Municipal Code is hereby amended to read as follows:

9.23.020 - General requirements.

All developments and redevelopments shall make provisions for the control of pollutants in, and the collection, retention and disposal of storm and other water runoff. The method of storm drainage handling will be dependent on the location of the development or redevelopment, but in all cases shall at a minimum comply with the latest edition of the Stormwater Management Manual for Eastern Washington, **and the City of Selah's Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010 Chapter 6.**

- (1) It is the intent of this section to adequately provide for suitable drainage provision in all short plats or regular subdivisions. All subdivisions shall provide for drainage such that their development does not conflict with present drainage patterns, or create a drainage problem within itself or for its neighbors.
- (2) A drainage plan, where required, shall be prepared by a licensed engineer registered in the state of Washington and submitted to the city for review and approval for any proposed land development or redevelopment that will increase the quantity of or in any way alter the drainage runoff occurring prior to development or redevelopment.
- (3) Design calculations for peak flow and peak volume storage requirements shall be in accordance with the provisions of the latest edition of the city of Selah Construction Standards for the Private Construction of Public Facilities unless it is determined by the city that the development or redevelopment is located in a drainage problem area, whereby the design storm frequency, or other design parameters, may be adjusted as required to address the drainage problem.
- (4) The drainage plan shall provide for the on-site detention and/or retention of the total water intercepted and collected by the development or redevelopment and the areas (improved or unimproved) lying and drainage presently to and through the proposed development or redevelopment, for the design storm, unless other natural or manmade systems are available for use.
- (5) Detention and/or retention of stormwater runoff from any proposed land development or redevelopment shall be accomplished by stormwater holding facilities either open or closed or by introduction, on-site, of stormwater into permeable soils via an infiltration system.

- (6) The drainage plan shall incorporate all calculations required by and in the latest edition of the city of Selah Construction Standards for the Private Construction of Public Facilities. Collection systems shall be either gravity pipe systems, open channels, or a combination of the two.
- (7) The overflow of runoff in excess of the design storm quantities must be situated or directed to where it would have overflowed under the conditions existing prior to proposed development or redevelopment. The capacity of the drainage course downstream of the development or redevelopment may be required to be evaluated. The submitted drainage plan shall incorporate, among other data, a topographical map to clearly define:
 - (A) The proposed development or redevelopment;
 - (B) All areas, improved or unimproved, lying upstream and drainage to and across the proposed development redevelopment; and
 - (C) Drainage course, natural or otherwise, to which the proposed development or redevelopment shall drain.
- (8) The plans shall be prepared in accordance with the latest edition of the city of Selah Construction Standards for the Private Construction of Public Facilities.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, clause or phrase of this Ordinance.

Section 6. Effective Date. This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ORDAINED this 9th day of July, 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

ORDINANCE NO. _____



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting

Action Item

7/9/2019

O – 4

Title: Ordinance adopting amendments to Title 10 of the Selah Municipal Code, Zoning, including references to Selah Municipal Code Chapter 13.01, City of Selah Design Construction Standards, and Specifications for Public Works Improvements, and clarifying standards for private streets.

From: Joe Henne, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval of the accompanying ordinance.

Board/Commission Recommendation: Approval

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: The City of Selah Public Works Department has identified that the City of Selah has not updated many of its design, and construction specifications for water, sewer, storm water, and public streets, since the 1970's. Therefore the department is recommending adoption of the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvements, attached as Exhibit "A" to ensure that all new development and public works projects protects the public's health, safety and welfare. Furthermore, the amendments to Titles 9 Public Services and Utilities, and Title 10 Zoning provided consistency with the City's Construction Standards Manual, now Title 13 of the City's Municipal Code.

Recommended Motion: I move that the City Council pass the attached ordinance.



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:

10/23/18

Planning Commission Open Record Public Hearing and Recommendation

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO TITLE 10 OF THE SELAH MUNICIPAL CODE, ZONING, TO INCLUDE REFERENCES TO SELAH MUNICIPAL CODE CHAPTER 13.01, CITY OF SELAH DESIGN, CONSTRUCTION STANDARDS, AND SPECIFICATIONS FOR PUBLIC WORKS IMPROVEMENTS AND TO CLARIFY STANDARDS FOR PRIVATE STREETS AND TO MODIFY CERTAIN OTHER DEVELOPMENT STANDARDS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Selah has created Title 13 to its Municipal Code, Public Works Improvements, and has adopted Chapter 13.01, City of Selah Design, Construction Standards, and Specifications for Public Works Improvements, under that Title;

WHEREAS, Selah Municipal Code section 13.01.010 adopts the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvements;

WHEREAS, references to the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvement need to be made in Title 10 of the Selah Municipal Code, Zoning; and,

WHEREAS, pursuant to RCW 35A.12.140, a public hearing was held regarding the adoption of this ordinance and that one (1) copy of each code and regulation adopted hereunder together with a copy of this ordinance specifying amendments and additions thereto were filed in the Office of the Clerk-Treasurer ten (10) days prior to the public hearing; and all persons desiring to speak for and against the adoption of this ordinance and the amendments and supplements thereto have been heard as required by law;

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

Section 1. Section 10.24.120 (f) (3) of the Selah Municipal Code is hereby amended to read as follows (all other subsections of Section 10.24.120 are unchanged and will remain in force and effect) :

... (f) Local Access Street Design.

- (1) Purpose. The purpose of planned development street design standards is to provide safe and attractive local access streets that provide access to planned development property.
- (2) Implementation. The street design standards in this chapter are minimum requirements and shall not be reduced by the PDP or the reviewing official. Streets may be public or private. Either public or private streets may, be designed to the standards in this chapter or to the standards in SMC 10.50 or

otherwise adopted by the city. For the purposes of this chapter, said standards are referred to as adopted design and development standards. Alternative standards provided for in this chapter are referred to as planned development design and development standards.

- (3) Public Streets. **Shall be designed and meet the requirements of the City of Selah's Design, Construction Standards and Specifications for Public Improvements as adopted in Selah Municipal Code section 13.01.010, provided meandering asphalt walking paths may be substituted in lieu of sidewalks, and decorative alternative lighting standards are permissible and** Shall meet the following minimum requirements:
- (A) Shall be constructed to adopted design and development standards except as modified by these planned development design and development standards.
 - (B) Construction to adopted design and development standards is preferred. The PDP shall identify and describe with both text and drawings, the planned development design and development standards of this section that are going to be applied and the individual streets within the development that will be constructed to them. Failure to do so shall be considered to mean that full compliance with adopted design and development standards for public streets will be required.
 - (C) Shall meet the fire apparatus road standards of the International Fire Code. Where said standards conflict with any other street standards allowed by this chapter, the more restrictive standards shall be required.

...

Section 2. Section 10.24.120 (f) (6) of the Selah Municipal Code is hereby amended to read as follows (all other subsections of Section 10.24.120 are unchanged and will remain in force and effect):

... (6) **Design-Designs for private local access street.** There are two optional designs for local access streets, including twenty to twenty-six-foot, and over twenty-six and less than thirty-two-foot-wide streets, to allow flexibility for planned development design while accommodating functional access needs and community design goals. Travel lanes are shared auto and bicycle lanes. Sidewalks are required, at the minimum, on one side of the street.

- (A) Continuity. Designs shall be consistent on individual blocks. An exception is for a hybrid design. An example would be a twenty-foot street that integrates parking pockets on one side of the street.
- (B) Curbing and gutters and appropriate drainage improvements are required for all street designs.

- (C) Limitation for **Private** Twenty-foot Streets. ~~Private~~ Twenty-foot streets are not preferred and are intended to be used only in special cases where there is available guest parking on nearby streets or additional off-street parking is provided within walking distance of homes. Twenty-foot streets shall serve no more than eight dwelling units and shall be dead-end unless approved by the reviewing official because it is clearly shown by the PDP that it would not typically be used by through-traffic.
- (D) All dwelling units shall be within three hundred feet (measured along sidewalks or other internal pathways) of available on-street or off-street guest parking equal to one space per dwelling unit, minimum.
- (E) No parking shall be allowed on twenty-foot wide streets. Exception is allowed parallel parking bulb-outs (see Figure 10.24.120(b)(1). The bulb-outs shall take up no more than 50 percent of the planting strip length (labeled 'setback' on Figure 10.24.120(b)(2).
- (F) While two sidewalks are preferred for all street designs, they are not mandatory. One sidewalk for each type of street is allowed.

...

Section 3. Section 10.26.030 (11) of the Selah Municipal Code is hereby amended to read as follows (all other subsections of Section 10.26.030 are unchanged and will remain in force and effect) :

... (11) Stormwater Drainage. All stormwater drainage shall be retained on-site, **meet the requirements of Chapter 6 of the City of Selah’s Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010,** and a drainage plan shall be approved by the public works department.

...

Section 4. Section 10.50.041 of the Selah Municipal Code is hereby amended to read as follows:

10.50.041 - Design standards and specifications.

(a) The most current design documents, including any amendment thereof, are herein adopted by reference and shall be considered the standards and specifications for the city. These standards and specifications, together with the laws of the state of Washington, ordinances and resolutions of the city, shall apply except as amended or superceded by city

ordinance or resolution.

1. **City of Selah Design and Construction Standards and Specifications for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010;**
2. Standard Specifications
Road, Bridge and Municipal Construction Washington State Department of Transportation;
American Public Works Association, Washington State Chapter;
3. Construction Manual. Washington State Department of Transportation
4. Manual on Uniform Traffic Control Devices:
U.S. Department of Transportation; and
Federal Highway Administration.
 - (b) When land is subdivided such parcels shall be so arranged so as to allow for the opening of future streets and logical further subdivision, unless doing so is impractical for reasons of property size or topography.
 - (c) In addition to the design documents adopted by reference, the following provisions shall apply:
 - (1) The location of all public streets and roads shall conform to the official street plan adopted or in preparation by the city.
 - (2) The proposed public street system shall extend existing public streets at the same or greater width, but in no case less than the required minimum set forth in the street standards **of the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010.**
 - (3) Streets intersecting with existing or proposed public highways and major arterials shall be held to a minimum.
 - (4) Grades on arterial streets shall not exceed ~~ten~~ **twelve** percent.
 - (5) Where a deflection angle of more than ten degrees in the alignment of a street occurs, a curve of reasonably long radius shall be introduced, subject to review and approval of the city engineer. On streets sixty feet or more in width, the centerline radius of curvature shall not be less than three hundred feet; on other streets not less than one hundred feet.
 - (6) All public streets shall be platted at full width, and no public boundary streets at less than full width shall be allowed unless required to

provide right-of-way for streets and arterials designated by the official plans of the city.

(7) The city may require that street width in commercial or industrial areas be increased to provide for traffic movement and to reduce or eliminate traffic congestion. The city may require a traffic study to be prepared/paid for by the developer.

(8) Cul-de-sacs are permitted provided they do not exceed six hundred feet measured from the center of the turn-around to the nearest connecting street intersection. They shall neither have a street right-of-way width less than fifty feet nor a cul-de-sac right-of-way radius less than fifty-two five and one-half feet. Industrial and commercial cul-de-sacs shall have the width and radius determined by the public works director.

(9) All changes in grade shall be connected by vertical curves of a minimum length of one hundred feet unless specified otherwise by the public works director, **and shall meet the requirements of the City of Selah's Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010, Chapter 7.**

(10) A tangent of at least two hundred feet in length shall be provided between reverse curves for major arterials; one hundred fifty feet for neighborhood collector streets; and one hundred feet for residential access streets, **and shall meet the requirements of the City of Selah's Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010, Chapter 7.**

(11) Street jogs with centerline offsets of less than two hundred feet shall not be allowed.

(12) Each subdivision **of fifteen lots or more** shall have at least two points of connection with the public street system, except for those subdivisions in which the only dedicated street is a cul-de-sac.

(13) Streets shall intersect at right angles as near as possible. Deviation up to a maximum of fifteen twenty percent may be permitted with justification, **and shall meet the requirements of the City of Selah Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010, Chapter 7.**

(14) City of Selah standard details for streets, water, sewer and storm water **as identified in the City of Selah's Design, Construction**

Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010.

Section 5. Section 10.50.043 of the Selah Municipal Code is hereby amended to read as follows:

10.50.043 - Curbs and gutters **and Driveways.**

- (a) Curbs and gutters of cement concrete shall be provided in accordance with the standards set forth in Chapter 10.50 **and the City of Selah's Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010.**
- (b) **Driveways shall be located on the lowest classification of roadway abutting the development. Driveways accessing onto arterial streets are discouraged and shall be limited. Driveway widths and locations are limited to one per lot as approved by the Public Works Director. "Corner" lot driveways shall be located as far as possible from the street intersection.**

Section 6. Section 10.50.044 of the Selah Municipal Code is hereby amended to read as follows:

10.50.044 - Sidewalk standards.

Sidewalks of cement concrete shall be installed on both sides of an arterial street **and collector streets.** On a residential street, cement concrete sidewalks shall be installed on at least one side of the street. The sidewalk shall be located on the public right-of-way contiguous to the curbs. Sidewalks shall be a minimum of five feet wide on arterial streets and five wide on all other streets and shall be constructed in accordance with the standards set forth in Section 10.50.041(a) of this chapter, **and Chapter 7 of the City of Selah's Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010.**

Section 7. Section 10.50.045 (e) and (f) of the Selah Municipal Code is hereby amended to read as follows (all other subsections of Section 10.50.045 are unchanged and will remain in force and effect) :

... (e) Street lights shall be at locations and on poles authorized by the city providing illumination approved by the public works director. At a minimum street lights shall be installed at all street intersections, and at no

greater spacing than **one hundred seventy five hundred feet apart three hundred feet, and at the ends of cul-de-sacs**. In the event that the city or subdivider determines that the poles other than wood poles shall be used for street lighting, the cost of such poles shall be in accordance with the policies and applicable tariff provisions of the utility involved. **Additionally, all street lighting must meet the City of Selah's Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010, Chapter 7.**

(f) In addition to the foregoing, the utilities in a subdivision shall conform to the following specifications and standards:

- (1) All water and sewer lines shall be designed in accordance with the comprehensive water and sewer plans of the city of Selah, **and Chapters, 4 and 5 of the City of Selah's Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010.**
- (2) Installation of all water and sewer lines and storm drains shall be in accordance with the standards set forth in paragraph S.M.C. 10.50.041(a) of this chapter, **Chapters 4, 5, and 6 of the City of Selah's Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010,** and under the supervision of the public works director.
- (3) After grading is completed and approved, but before any base is applied, all of the underground utilities and all service connections shall be installed, completed and approved throughout the length of the road and across the flat section according to city's standards.
- (4) The water distribution system shall also be designed and installed in a manner that is satisfactory to the fire department of the city at the subdivider's expense.
- (5) A storm drain system for the subdivision shall be constructed in such a manner as to prevent erosion or the development of safety hazards. All storm water runoff from development shall be retained on-site. Storm water runoff calculations and drainage facilities sizing calculations must be prepared by the developer's registered professional engineer and transmitted to the city for review. The development's storm drainage facilities must comply with the city of Selah Stormwater Management Plan, **and Chapter 6 of the City of Selah' Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010.**

...

Section 8. Section 10.50.046 of the Selah Municipal Code is hereby amended to read as follows:

10.50.046 - Street signs.

Street sign locations, types and design must **meet the requirements of the City of Selah's Design, Construction Standards, and Specifications Manual for Public Works Improvements as adopted in Selah Municipal Code section 13.01.010, Chapter 7**, be approved by the public works director, provided by the developer and installed by the city at the appropriate time. Where the streets in a subdivision are extensions of current streets, the names of the streets in the subdivision shall be the same as those currently existing.

Section 9. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any other section, clause or phrase of this Ordinance.

Section 10. Effective Date. This ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ORDAINED this 9th day of July, 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

ORDINANCE NO. _____