SELAH CITY COUNCIL

5:30pm August 11, 2020

Selah City Council
Regular Meeting
Tuesday, August 11, 2020
5:30pm
Via Zoom

Mayor:	Sherry Raymond
Mayor Pro Tem:	Roger Bell
Council Members:	Russell Carlson
	Jacquie Matson
	Kevin Wickenhagen
	Clifford Peterson
	Suzanne Vargas

CITY OF SELAH
115 West Naches Avenue
Selah, Washington 98942

City Administrator:	Donald Wayman
City Attorney:	Rob Case
Clerk/Treasurer:	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

G. Public Appearances/Introductions/Presentations

1. Katrina Henkle, Selah Downtown Association – Update

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

I. Communications

1. Oral

This is a public meeting. There will be 30 minutes allotted for oral public comment, with those wishing to speak identified in the order that public comment forms are received. Written comments submitted will be read into the record at the end of the oral comment period. At the end of each person's allotted time, they will be notified that their time is up and muted to allow for the next person to speak.

Each person wishing to speak shall have a total of three minutes to address the Mayor and Council. Your three-minute comment period is not intended to be a question and answer session with the Council; it is simply an opportunity for you to express your perspective regarding any matter surrounding the Selah Community.

Persons wishing to speak are required to 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 **None**

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: July 28, 2020 Study Session & Council Meeting
Dale N. * 2. Approval of Claims & Payroll

L. Public Hearings

Jeff Peters 1. Open Record Public Hearing to consider a petition and Right-of-Way Vacation application for a portion of North 1st Street right-of-way lying north of West Bartlett Avenue requested by the Selah School District

M. General Business

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

N. Resolutions

Dale Novobielski 1. Resolution Authorizing the Mayor to Sign a Coronavirus Relief Funds Interagency Agreement with the Washington State Department of Commerce

O. Ordinances

Jeff Peters 1. Ordinance vacating a portion of North 1st Street right-of-way lying north of West Bartlett Avenue requested by the Selah School District

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments
2. Council Members
3. City Administrator
4. Boards **None**
4. Mayor

R. Executive Session **None**

S. Adjournment

Next Regular Meeting: August 25, 2020

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	Action Item
8/11/2020	K – 1

Title: Approval of Minutes: July 28, 2020 Study Session & 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)

Study Session Minutes
Selah City Council
July 28, 2020
4:00pm

Mayor Raymond opened the Study Session. She asked for clarification as to whether this code of conduct was for City employees or the City Administrator.

Council Member Carlson felt it should be all-encompassing, for the staff, council and Mayor.

City Attorney Case offered some clarification regarding respective roles, legal opinions, and warnings recodes of conduct, noting that Mr. Wayman's contract and the Union contracts would likely need to be renegotiated upon adoption of a code of conduct.

Discussion included standards for handling complaints and grievances for represented and unrepresented employees; how to ensure equal compliance at all levels; discipline variances for different departments; the current rules of decorum for Council Members; the need to be mindful of prior restraint; an individual's First Amendment rights, being responsible and careful when one speaks as a representative of the City; the perception or expectation of being held to a higher standard in representing the City as an employee; actions that appear to follow an acknowledged bias rather than applying the standard equally; the suspension of the City's main Facebook page; addressing personal matters and using inappropriate descriptions of citizens during a Council Meeting, which should be for the Council and the business of the City; the ability of the Council to makes a code of conduct for themselves and enforce said code by Resolution; trying to find a solution for a problem that doesn't exist; and citizens' expectations of employees and Council as being above reproach.

Mayor Raymond too a consensus of the Council with regard to a future study session on the topic. Consensus was unanimous.

Council Member Carlson recommended a committee of Council Members to work with the City Attorney and staff to come up with concepts and ideas to be presented at a study session.

Mayor Raymond asked for volunteers, saying that they need to keep it to three.

Council Members Bell, Peterson, Vargas, and Carlson volunteered. Seeing that there were four volunteers, Council Member Vargas withdrew.

Mayor Raymond advised the three Council Members to coordinate with City Attorney Case on a time to work on the project.

The Study Session ended at 5:26pm.

City of Selah
Council Minutes
July 28, 2020

Regular Meeting
Electronically Via Zoom
115 West Naches Avenue
Selah, WA 98942

A. Call to Order — Mayor Raymond called the meeting to order at 5:33 pm.

B. Roll Call

Members Present: Kevin Wickenhagen; Jacquie Matson; Clifford Peterson; Roger Bell; Christopher Lantz; Russell Carlson; Suzanne Vargas

Members Absent:

Staff Present: Rob Case, City Attorney; Gary Hanna, Fire Chief; Rick Hayes, Police Chief; Joe Henne, Public Works Director; Jeff Peters, Community Development Supervisor; Andrew Potter, Human Resources Manager; Monica Lake, Executive Assistant

C. Councilmember Absence – Motion to Excuse **None**

D. Pledge of Allegiance

Mayor Raymond led the Pledge of Allegiance.

E. Invocation

Pastor Darin Brown gave the prayer.

F. Agenda Changes

ADD: Proclamation J – 2: Proclamation declaring August 2020 Mental Health Awareness Month

Mayor Raymond read aloud J - 2.

Mayor Raymond read aloud J – 1.

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

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

I. Communications

1. Oral

Mayor Raymond opened the Public Meeting.

Executive Assistant Lake explained the procedure for public comment and research done regarding public comment in other municipalities, noting that no requests to speak aloud were submitted prior to the deadline of 4pm that day. She read aloud the following two statements provided via the online public comment submission form, both submitted by Taryn Franck.

Has there been any thought to hiring a social media consultant, or someone to give information on what is and what is not acceptable to say? Over the past two months it's apparent between Don waymans "apology" , Kevin's letter, and rob cases Facebook hunt that these members/ employee could use someone with knowledge of what is relevant. What is acceptable, and what is not embarrassing to our community.

I want to follow up with my question from the town hall meeting. I want to know who has input on the code of conduct that is being created for the city employees? Will the city council have input on the code of conduct, will it have to be approved by the council? Or will this be a document completely prepared by Rob case and the mayor?

Mayor Raymond closed the Meeting.

2. Written **None**

J. Proclamations/Announcements

1. Proclamation declaring July 29, 2020 as "Scout Me In Day"

Mayor Raymond read aloud the Proclamation as noted above.

2. Proclamation declaring August 2020 Mental Health Awareness Month

Mayor Raymond read aloud the Proclamation as noted above.

K. Consent Agenda

Council Member Peterson pointed out a Scribner error on page 4 that had been corrected.

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: July 14, 2020 Council Meeting

* 2. Approval of Claims and Payroll:

Claim Checks Nos. 75142 – 75195 for a total of $178,052.94

* 3. Ordinance O – 2: Ordinance Amending the 2020 Budget for Resurfacing of Tennis Courts at Carlon Park

Council Member Peterson moved, and Council Member Wickenhagen seconded, approval of the Consent Agenda with the Scribner error correction. By voice vote, approval was unanimous.

L. Public Hearings

1. Public Hearing to consider the adoption of the "Selah Transit Development Plan 2021-2026 and 2020 Annual Report"

Public Works Director Henne addressed L – 1. He said that every year they do an update to the Transit Development Plan and Annual report, which includes fees, route development and maps of the routes, a section on history, service characteristics, our contract with Medstar, future plans, a description of the monthly ridership and ADA service we provide, boardings on particular routes, general rules about boarding and loading bikes, and guidelines and behavior when riding the buses. He noted that it was published in the Yakima Herald and on the City's website to provide the information to the public.

Mayor Raymond asked if they were having a public hearing.

Public Works Director Henne replied in the affirmative, noting that they didn't receive any comments in the mail.

Mayor Raymond inquired if Council had anything to say.

Human Resources Manager Potter reminded her that they normally hold a public hearing then have discussion prior to a vote.

Mayor Raymond wondered if people could talk.

Andrew answered that it could be facilitated as was done at a previous meeting for the transportation improvement plan.

Mayor Raymond opened the public hearing.

Human Resources Manager Potter reminded the public that if they wish to speak at this point it would be solely regarding the Selah Transit Development Plan, and choosing to speak on another topic would result in them being muted. He identified Jose Rocha as having his virtual hand raised and asked that he speak if he had anything to say about the plan.

Jose Rocha chose not to provide comment.

Seeing no one else raise a hand to speak, Mayor Raymond closed the Public Hearing.

Council Member Matson commented that in section 8 the first paragraph says that the "contractor will continue to work closely with the City of Selah and its residents to promote Selah Transit with an emphasis on increasing the fixed route ridership" and use surveys to improve routes. She wondered if that had happened.

Public Works Director Henne answered in the affirmative, saying that they have revised one of the routes, but haven't had any additional requests from the public.

Council Member Matson remarked that it also states that the contractor will work with the City to promote local businesses and asked how that was being done.

Public Works Director Henne replied that, while he doesn't know how they were doing currently, he had spoken with them a couple times about that issue but didn't receive much input back. He added that if they call in and ask for suggestions he would certainly look into it.

Council Member Matson inquired as to any adjustments made to create separation due to COVID-19.

Public Works Director Henne responded that they are requesting riders to wear masks and sanitize buses periodically throughout the day. He noted that Dial-A-Ride sanitizes after every rider transported to his or her selected destination.

City Administrator Wayman added that Medstar was asking for additional money with as additional hazard pay for drivers and to cover the additional time it takes to sanitize Dial-A-Ride vehicles between each ride, and that they were considering the request for a raise in their fees. He opined that the additional cost could be counted as expenditures for funds received from state, which would be accessed as necessary if they come to an agreement on an increase for Dial-A-Ride.

Council Member Bell commented that, while it probably wasn't their business to tell them the age of their buses, he noticed that one was twenty-seven years old and another was nineteen. He felt it appropriate to have a conversation regarding upgrading those buses, as they don't want to get hit with a huge increase to replace aging buses.

Public Works Director Henne answered that they supposedly have a standby bus if one should break down, and they've been looking into that.

Council Member Carlson requested that any funds to bump their fees be solely surrounded around the time frame of the coronavirus and not in perpetuity. He commented that, when Council first discussed and approved this, there was discussion about adding on location destination specific routes, and wondered what effort they have gone through to accomplish that and adapt these routes to the customers.

Public Works Director Henne replied that they have outlined the routes so they are going to the Fred Meyer/Bi-Mart area on 40th Avenue, then down to the Valley Mall across from the breezeway station, and to the Costco/WinCo area.

Council Member Carlson responded that they talked about creating a Walmart Wednesday or a YVC route, which was one of the items specifically mentioned as opportunity to do.

Public Works Director Henne reminded him that the City of Yakima nixed that. He went on to say that they allow buses to go on 40th Avenue down to Fruitvale Boulevard, then down 22nd Avenue and to 16th Avenue and up South 1st street past Miner's, but beyond that, their hands are tied.

Council Member Carlson did recall that, but countered that they have the right to drive on the roads, and the question was about using bus stops.

Public Works Director Henne replied that it would be using bus stops and operating a business in their city.

Council Member Carlson found it interesting that Selah buses weren't able to drop people off in the parking lot of a specific business.

Public Works Director Henne remarked that he was correct; they aren't able to at present.

Council Member Lantz brought the conversation back to aiding or helping Selah businesses in utilization of bus services, wondering if they could do some pro bono advertising to help smaller businesses struggling in Selah, possibly allocate a small amount of funds to work with a local graphics company to help businesses out.

City Administrator Wayman answered that they did contemplate allowing independent advertising from businesses on buses, but Council at the time opted to just keep Selah Transit signs on buses. He added that, if Council wishes it, they could revisit the matter, although he didn't feel they would need to supplement it with additional funds.

Council Member Lantz felt that would be good, and if it could help a few struggling businesses for a thirty- or sixty-day period it would be good to help them out.

Public Works Director Henne commented that the only cost would be a message board on the sides of the bus or a wrap on the back of the bus.

Council Member Carlson remarked that one concern was that they can't differentiate if it's opened up for advertising; the City can't dictate which businesses could or couldn't advertise on the buses. He asked City Attorney Case for his opinion.

City Attorney Case requested that he repeat his remark.

Council Member Carlson did so.

City Attorney Case opined that there might be ways to impose some restrictions but it would be difficult.

Council Member Carlson stated that was his concern.

Council Member Bell recalled that the other matter was that there would be no increased revenue to the City, as Medstar would be getting the advertising money.

Council Member Peterson inquired about a printed schedule or brochure of some sort available at Selah businesses to promote both Selah Transit and local businesses.

Public Works Director Henne replied that they have bus books done jointly with Yakima and Union Gap, currently at the Civic Center, City Hall, and Public Works, as well as online.

M. General Business

1. New Business **None**

2. Old Business **None**

N. Resolutions

1. Resolution authorizing the adoption of the "Selah Transit Development Plan 2021-2026 and 2020 Annual Report"

Public Works Director Henne addressed N – 1. He asked that Council approve the Resolution.

Council Member Bell moved, and Council Member Matson seconded, to Approve the Resolution authorizing the adoption of the "Selah Transit Development Plan 2021-2026 and 2020 Annual Report". Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Lantz – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

O. Ordinances

1. Ordinance Amending the Selah Municipal Code Chapter 9.02 relating to Water Connection Permit Fees, Meter Installation Charges, and Connection Fees; Providing for Severability; and Establishing an Effective Date

Public Works Director Henne addressed O – 1. He said that this Ordinance amending Chapter 9.02 would combine the Water Connection Permit Fees, Meter Installation Charges, and Connection Fees into one and update the cost of those fees. He went on to say that costs for materials, water meters, and labor have all gone up, and after doing an estimate and determining an average they came up with the amounts listed on page one of the Ordinance, noting that anything over two inches would be a time and materials cost unless they opted to let the builder install them and pay an inspection fee. He asked that they approve the Ordinance.

Council Member Matson inquired as to the rate per hour on meter sizes larger than two inches.

Public Works Director Henne replied that it would be the established wages in effect at time of the meter request.

Council Member Matson wondered whose wages it would be established against.

Public Works Director Henne answered that it would be the City utility workers who install the meter.

Council Member Matson asked for confirmation that it would be utility works wages.

Public Works Director Henne confirmed that it would be.

Council Member Matson inquired if the installation charge included the cost of the meter, and if it was more work to install a larger meter.

Public Works Director Henne replied in the affirmative.

Council Member Matson requested further information on the additional work for a three-inch line versus a two-inch one.

Public Works Director Henne answered that the service pipe is larger and more difficult to install and the meters are heavier, adding that the fees are mostly based on cost of the meter, pipe, and fittings.

Council Member Matson commented that there was a substantial increase in fees and requested that he explain why they were such large increases.

Public Works Director Henne responded that they haven't increased fees for fifteen to twenty years, and the cost of items has gone way up.

Council Member Matson asked if the City had a water conservation program.

Public Works Director Henne replied that it's in the water system plan. They try to encourage people to go with dry land landscaping, and encourage them through the plumbing code to install things such as water conservation washers.

Council Member Matson wondered if there was any benefit when implemented.

Public Works Director Henne answered that a person's utility bill would be less, and that water conservation stretches out water rights.

Council Member Carlson inquired about a scenario where the City may elect not to do the install and why they would do so.

Public Works Director Henne gave an example of a right of way encroached upon with landscaping or retaining walls, which would exceed the cost in the Ordinance, although he added that normally they do the installation themselves.

Council Member Carlson commented that he had hoped see a comparison of what the fees were versus what they would be.

Public Works Director Henne referred him to the last page of the packet.

Council Member Bell asked if a contractor could choose to do their own install or if the decision was solely on the City.

Public Works Director Henne replied that they've had requests and have honored those requests, noting that there's a clause in the union contract that says only bargaining unit members will do bargaining unit work, but it hasn't been an issue for several years.

Council Member Bell wondered if the higher installation fee was an attempt to get contractors to do the installation themselves.

Public Works Director Henne responded in the negative, saying that they were simply trying to recoup costs. He added that this wasn't a revenue generating request, as their revenues come from other sources.

Council Member Vargas inquired if there was a comparison of their fees to other cities in the area.

Public Works Director Henne thought that Selah was on the lower side, adding that he based the fees on costs to the City.

Council Member Vargas moved, and Council Member Peterson seconded, to Approve the Ordinance Amending the Selah Municipal Code Chapter 9.02 relating to Water Connection Permit Fees, Meter Installation Charges, and Connection Fees; Providing for Severability; and Establishing an Effective Date. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Lantz – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

* 2. Ordinance Amending the 2020 Budget for the Redevelopment of Well No. 7

P. Public Appearances **None**

Q. Reports/Announcements

Mayor Raymond read aloud the following statement:

To the citizens of Selah,

It is time to set the record straight on multiple topics. These remarks will be strongly worded because my patience is all but gone. My resolve, however, is very strong.

First, I'm not interested in hearing any further attacks or spin about Don Wayman's time in Texas roughly nine years ago. Mr. Wayman has zero criminal convictions. He was not found guilty of anything. There wasn't even a civil case filed. Those are the facts.

Writing nasty messages about Mr. Wayman on the sidewalk, plastering flyers around town, following Mr. Wayman and myself to personally advance, and creating an attack website are not funny acts nor persuasive acts. Please, grow up, you guys, Your rants are falling on deaf ears. My ears are fully deaf to your rants about Texas.

Likewise, not a single Council Member has expressed any concern to me about Mr. Wayman's time in Texas. Please move on.

Secondly and similarly, people are now attacking our City Attorney. They're spreading hateful lies, creating fake Facebook accounts under his name, and even trying to get him disbarred, but our City Attorney has done nothing wrong. Quite the contrary. He has been a major asset to our government, and has done exactly what I have asked him to do. Each letter that he has issued was prepared by me, by our City Administrator, and by others as well.

It is truly sickening just how low so people have stooped. While falsely claiming that they are supposedly seeking justice or advocating for policy changes. I'm going to mention a few names here, so, just to be crystal clear.

Jose Rocha and Gabriel Fabian are vivid examples. These messages posted under your Facebook accounts are downright evil. You are accusing our City Attorney of stalking little girls. You are talking about his genitalia. And you are lying about our Police Department. And on and on.

Then there are additional people, including public school teachers and people who desperately want political power for themselves, who cheer on these evil posts, circulating them and even adding to them.

That includes you, Courtney Hernandez, and you, Damian Alvarez. And neither of you are voters of the City of Selah anyway.

Bill Callahan is a voter of the City of Selah, and he too has chosen to cheer on these attacks and to celebrate fictitious Facebook accounts that are slandering our City Attorney. You've certainly made your true colors known, Bill.

Many other names could be mentioned as well. You people know who you are. None of you will ever hold any sway on matters of policy as long as I'm Mayor. None of you know anything about justice. You are just spewing and spreading hate among our City's citizens.

Thirdly and relatedly, I want to address the constant harping about our City Attorney supposedly having a conflict of interest because he is also representing the City Administrator on a personal lawsuit. This is flatly untrue. Before our City Attorney was hired, the entire City Council was briefed on the City Administrator's personal lawsuit. Everyone agreed that no conflict of interest and a signed waiver contract was put in place and added as a precaution. That waiver is public record, available to anybody who wants to see it. But few people have ever asked to see it, choosing instead to press on with their false narrative because they don't like the actual facts.

Fourth, I want to once again address the City's stance on the Governor's Emergency Orders. Selah is really not doing anything different from what the City of Yakima and Yakima County are doing. Neither the Yakima Police Department nor the Yakima Sheriff's Department are out there writing tickets when someone does not adhere to the Governor's Emergency Orders, just like how Selah is not doing so. Moreover, the City Council unanimously backed my May 8 Proclamation, and the Governor's Office conceded that my Proclamation is lawful. The issue is over and done with.

Fifth and finally, I will briefly address the chalk issue. The City policy has been clearly explained. I refer everyone to our City Attorney's letter on July 16. Please do not be confused or misled by inaccurate media reports nor by certain activists who are outright lying. The City is not trying to punish people for drawing on their own driveways. We are

not trying to punish people for using traditional stick chalk on sidewalks. Rather, we are only punishing people who cause true property damage or who deface public streets or government buildings.

It is stupefying that some people think that this is an outrageous policy. It is stupefying that some people feel entitled to damage property or to deface public streets and buildings. That sort of nonsense might be tolerated or even celebrated in Seattle or Portland, but it will not be tolerated in Selah while I am Mayor. There is no First Amendment right to property damage. There is no First Amendment right to deface public streets and buildings. This is not all that complicated.

I hope these strong words resonate particularly with the bad actors who I've mentioned or described earlier. Selah is a great place with great people. We don't all have the same opinions, and that's okay. What is not okay are the personal attacks, slander, and outright hatred that some are engaging in. I want to emphasize the word *some*. It is a small group of people.

I call on everyone else to help improve the City. If you disagree on a policy, then please send a respectful email that advocates your preference. Or schedule a meeting. Or engage in a lawful protest if you choose. There are sensible people in every political party and on all sides of any issue if you need to get active. You need to help us restore sanity. You need to stand up for the rule of law. We can disagree without being monstrous. We owe it to ourselves, to our forefathers, and to our future generations.

And I was sitting here tonight thinking about the Council Meeting, I have a book on my desk. And if you're all bored tonight, read this book. (Mayor Raymond holds up a copy of The Selah Story.) This is what we are about. Read where we came from. Remember who we are and why we love our city.

Mayor Raymond thanked everyone for hearing her out and moved onto department reports.

1. Departments

Public Works Director Henne gave a brief update on current construction projects, and the improved status of the wastewater treatment plant. He noted that they were still reviewing plans for the John Campbell / Sunset School site, and that the Lince School project still needed to get some school crossing and school speed zone flashing lights up.

Deputy Fire Chief Lange said that the Fire Department was doing well, with their vehicle replacement program in full swing. He added that they were busy with Lince and some other inspections going on, and that the office is closed but feel free to give them a call as they're happy to assist people.

Council Member Peterson wondered whether they were keeping up with commercial inspections since a number of businesses are closed.

Deputy Fire Chief Lange replied that they have a backlog of those who are closed, but those operating or semi-operating they are keeping up with.

Council Member Bell expressed his thanks to the Fire Commission for changing their meeting time next month to a time when he could attend, as the most recent change in Council Meeting times conflicted with Fire Commission meetings, rendering him unable to attend as the Council representative.

Human Resources Manager Potter said that they've had one change of employment internally, to fill a position after letting go an employee who didn't pass the probationary period satisfactorily. He went on to say that they chose to advertise the position internally, which requires them to work for a year and then test to certify, and the one respondent, Mr. Andrew Lee, who had been reassigned to the wastewater treatment plant from his former job as a recreation coordinator, was appointed. He noted that they weren't currently advertising the Recreation Coordinator position as there is a heavy loss of revenue in that department and with the loss of functions at the Civic Center.

City Attorney Case wanted to forewarn the public that the City continues to suffer fictitious online accounts that purport to be from the City officially, which have now crossed over into fictitious accounts for humans. He advised people not to trust things posted online.

2. Council Members

Council Member Matson no report, noting that YVCOG hasn't had a meeting in quite a few months, although they hope to have one in September. She commented that the new kindergarten looks great.

Council Member Peterson had no report.

Council Member Bell had no report.

Council Member Wickenhagen had a brief report from Yakima Valley Tourism, saying that some hotel stuff has picked up a little bit. He added that there is a community at yvopenandsafe.com for businesses, which provides resources and avenues of assistance.

Council Member Vargas had no report.

Council Member Carlson echoed Council Member Matson's comment about Lince, which he feels is a great looking building. He gave kudos to Council Member Bell and the Harris family, and everyone who recognized a need for a Mental Health Awareness month. He recognized Brian Harris specifically for the money he raised for the YWCA, encouraging people to reach out to them. He asked for clarification on the public comments read aloud earlier in the meeting.

Mayor Raymond responded that they only had two prior to the cutoff time, noting that the one received late would have to resubmit for the next meeting.

Council Member Lantz commended Dan Peters, Kim Brewer, and others who were professional and polite when emailing concerns, expressing his disappointment in the vulgarity used by those professing to be educators in this town. He stated that was his idea for people to sit outside and eat, spurred by seeing people eating at picnic tables, and he suggested that they allow people to utilize their own parking lots once the County has progressed forward to maximize space. He didn't understand those saying it was for personal gain on the Mayor's part, adding that as far as Jeremy Burke's involvement, he's had contacts from Mr. Burke's current county contact him to ask what his agenda was and express their lack of appreciation for Mr. Burke's remarks, and that he personally did not appreciate the pretty personal attack. He said that, with regard to those people who did write in tonight they are working diligently to find something that's legal and in their best interest. He ended by saying that this would his last City

Council meeting, and that while he would stay involved in the City via other groups, COVID has impacted his household. He tendered his resignation effective at midnight that night, thanking everyone for their support. He spoke directly to Council Member Vargas, saying that he's had some people tell him the decision to nominate her was wrong but he stands by it. He advised her to be wary of what she pursues, as emotions are running high right now.

Mayor Raymond responded that he would be missed.

3. City Administrator

City Administrator Wayman read aloud the following post from the Selah Police Department page:

There is a post circulating on social media that states the Selah Police Department has "Confirmed" that the city's attorney is/was following women and 'Staking Out' people's homes. This post/story is totally made up and not true.

There was/is a report that was taken on Monday (July 27th) about what was reported as a suspicious circumstance, and it has been cleared as not being suspicious or illegal. There is also a fake satirical city of Selah Facebook page that is also spreading false information that some may believe is true or real. The City of Selah has temporarily suspended it's Facebook page.

City Administrator Wayman said that they had suspended the City's Facebook page to avoid entanglements with the ACLU or any other organization looking to trap us, per recommendation by the City Attorney. He explained that there are rules for comments and certain settings for lewd or inappropriate language that puts people in a timeout on Facebook, or the administrator, Executive Assistant Lake, would have to suspend them for a period of time. He went on to say that Executive Assistant Lake was spending an inordinate amount of time trying to parse out who was saying what and how egregious it was, putting her in the position of splitting hairs and trying to make a judgment on one or the other, which was politically very difficult and legally untenable. He stated that the City is not required under any statute or code to have a Facebook page; it's a convenience, and in this circumstance, it was a hindrance and a liability, which was why he and the City Attorney recommended to the Mayor that they suspend it for an undetermined period of time. He opined that the premise of the entire editorial by a former Council Member was false, saying that he had a particular political viewpoint that bled into policy decisions, specifically as pertains to political propaganda in chalk graffiti and art, which was far from the truth. He stated that those policies are crafted at his level as well as the City Attorney, and the Mayor has the final decision. He told Council that they were welcome to give him a call if they had any questions, but Mr. Burke was entirely incorrect in his editorial.

4. Boards **None**

5. Mayor

Mayor Raymond said that there would be a rally against sex trafficking and human life trafficking in front of the Civic Center Thursday night from 5-7pm, and that she would like to dedicate July 30th as a day against human trafficking in Selah. She wished everyone a great evening, and asked that they remember where they come from, as they are Selah strong.

R. Executive Session **None**

S. Adjournment

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

The meeting adjourned at 6:53pm.

Sherry Raymond, Mayor

Roger Bell, Council Member

Russell Carlson, Council Member

Jacquie Matson, Council Member

Kevin Wickenhagen, Council Member

Clifford Peterson, Council Member

Christopher Lantz, Council Member

Suzanne Vargas, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Council Meeting	Action Item
8/11/2020	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
8/11/2020	L – 1

Title: Open Record Public Hearing to consider a petition and Right-of-Way Vacation application for a portion of North 1st Street right-of-way lying north of West Bartlett Avenue requested by the Selah School District.

From: Jeff Peters: Community Development Supervisor

Action Requested: Public Hearing - Open Record

Staff Recommendation: Conduct the open record public hearing, consider the staff report and recommendation, take public testimony, and approve or deny the right-of-way vacation by accepting or rejecting the attached Council Findings.

Fiscal Impact: +$47,000 must be dedicated to the city streets fund per RCW 35.79.

Funding Source: N/A

Background / Findings & Facts: On July 7, 2020, the Selah School District submitted a Right-of-Way Vacation application and petition requesting vacation of a portion of the North 1st Street right-of-way lying north of West Bartlett Ave. for the purpose of eliminating the existing on street school bus and vehicle parking in front of the John Campbell School. The parking is to be replaced with public sidewalk and landscaping in collaboration with the reconstruction of the existing school.

Recommended Motion: I move that the City approve the Right-of-Way Vacation application (ROWV-2020-001) and Petition (2020-001) requesting vacation of a portion of the North 1st Street right-of-way lying north of West Bartlett Ave. (as legally described in the applicant's application and accompanying vacation

ordinance), and adopt the attached City of Selah City Council Right-of-Way Vacation Findings of Fact as our own.

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:
7/14/2020	Resolution establishing the date of the public hearing for the right-of-way vacation and Petition 2020-001.

CITY OF SELAH CITY
STAFF REPORT
August 11, 2009

FILE NO.: ROWV-2020-001

PROPOSAL: Vacation of a portion of the North 1st Street right-of-way lying north of West Bartlett Ave. for the purpose of eliminating the existing on street school bus and vehicle parking in front of the John Campbell School. (SEE: PROPOSED VACATION MAP).

PROPONENT: Selah School District #119

LOCATION: North 1st Street right-of-way lying north of West Bartlett Ave.

ACCEPTANCE OF APPLICATION: On July 7, 2020, the City of Selah received the Selah School District's Right-of-Way Vacation application and petition. On July 15, 2020, the Selah Public Works Department reviewed the application, petition, appraisal, and all application materials and determined that the application was complete for processing.

HISTORY OF THE PROPERTY: The public right-of-way (ROW) proposed for vacation, can be described as a semi-rectangular shape 389.87 ft. long totaling approximately 8,952 sq. ft. in size which was purchased by the City of Selah and dedicated for public street and parking purposes. The subject ROW was developed into school bus parking associated with the Yakima School District #119 John Campbell School around May 31, 1991.

ON-SITE LAND USES:
(1) The ROW is a paved parking area for busses and other vehicular parking with an approximate eight-foot wide sidewalk on the east side of the ROW fronting the John Campbell School.

(2) The ROW proposed to be vacated contains buried utilities. (i.e., 12" water main, 8" sewage main, and 12" stormwater drain).

(3) The property East and West of the ROW is owned by the Selah School District (West), Selah Church of Nazarene, and Carl and Candi Torkelson (East).

EXISTING ZONING: All adjacent properties to the East are zoned Two-Family Residential (R-2), and to the West Single-Family Residential (R-1).

CITY OF SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN: The adjacent properties are designated Quasi Public Space, and Medium Density Residential.

ENVIRONMENTAL REVIEW: N/A

EXISTING UTILITIES: The City of Selah Public Works Department recommends the recording of a utility easement of sufficient size (approved by the City of Selah Public Works Director) to protect all in ground utilities for the below identified utilities.

(1) Twelve (12) inch water line located in alignment with E. Home Ave.

(2) Eight (8) inch sewer line located in the ROW running north and south parallel to N. 1st St., as well as a sewer stub entering the school property.

(3) Twelve (12) inch stormwater drain line running N. and S. parallel to the vacated ROW.

PROPERTY ACCESS: N. 1st St., N. 3rd St. and W. Bartlett Ave. provides access to the abutting school district property.

OTHER FINDINGS: The proposed John Campbell School District construction plans show that the school district is proposing to dedicate property back to the City of Selah for N. 1st St. so that the new sidewalk will be within the road prism. Additionally, the area around the sidewalk is proposed to be landscaped with grass, trees, and other vegetation associated with the schools required landscaping plan. As the proposed landscaping is associated with the schools landscape requirements, the City Public Works Department recommends that a perpetual landscape and maintenance agreement be recorded over the subject area requiring the school district to maintain its required landscaping, and restricting planting of trees or other large vegetation within close proximity of the City of Selah's utility lines.

CRITERIA FOR CONSIDERATION OF APPROVAL:

(1) What is the public benefit, reason for, and limitation of the right-of-way vacation?
"As part of the reconstruction of John Campbell Elementary School the School District wants to move the student drop off area and bus parking from N. 1st Street to areas on the school site as shown on the attached site plan. The public benefit is this will make driving on N. 1st Street safer."

(2) Does the vacation deny access to a public street for any property?
"The vacation does not deny access to any public streets or any property."

(3) Is the proposal consistent with existing plans of the City?
"The School District has submitted plans for improvements to N. 1st Street. The plans show the curb line being changed to match the curb alignment to the north and south."

(4) Is the vacation is appropriate with existing zoning and land use?
"The site is currently being used as an elementary school and the proposed improvements will improve vehicle and pedestrian safety."

(5) Are there any public or franchised utilities in the right-of-way to be vacated and if so, will they be relocated?
There may be public or franchised utilities within the right-of-way to be vacated. There are no plan to relocate existing utilities in this area. We recommend reserving utility easement over the right of way to be vacated for any public or franchised utilities that may exist."

(6) Appraisal?
"A copy of the appraisal of the property to be vacated is attached."

COMPENSATION FOR VACATION OF PUBLIC RIGHT-OF-WAY: The City of Selah

developed the subject right-of-way into school bus parking around 1991. Therefore, the Selah School District is required to compensate the City of Selah the full appraisal amount of $47,000.00 in accordance with RCW 35.79.

DEPARTMENTAL RECOMMENDED CONDITIONS:
(1) The Public Works Department recommends reserving a utility easement over and across the entire vacated ROW for existing and potential future utilities.

(3) The Public Works Department recommends that a perpetual landscape and maintenance agreement be recorded over the subject area requiring the school district to maintain its required landscaping, and restricting planting of trees or other large vegetation within close proximity of the City of Selah's utility lines.

(2) The Planning Department recommends vacating and merging the vacated ROW into abutting properties and zoning the vacated ROW Single-Family Residential (R-1) similar to the zoning of abutting properties.

(3) Prior to recording of the ordinance vacating the subject right-ow-way and in accordance with RCW 35.79, the Selah School District shall pay the City of Selah the sum of $47,000.00.

RECOMMENDATION: APPROVAL of the right-of-way vacation subject to the above conditions.

CITY OF SELAH CITY COUNCIL
RIGHT-OF-WAY VACATION FINDINGS OF FACT
(ROWV-2020-001)—(August 11, 2020)

RIGHT-OF-WAY NAME: Portion of the North 1st Street right-of-way lying north of West Bartlett Ave. for the purpose of eliminating the existing on street school bus and vehicle parking in front of the John Campbell School.

RIGHT-OF-WAY LOCATION: North 1st Street right-of-way lying north of West Bartlett Ave.

PURPOSE OF VACATION: Vacation of a portion of the North 1st Street right-of-way lying north of West Bartlett Ave. for the purpose of eliminating the existing on street school bus and vehicle parking in front of the John Campbell School to better accommodate the redevelopment plans of the Selah School District.

STREETS, ROADS, ALLEYS, AND OTHER PUBLIC WAYS

Factual Findings:

1. The subject application was received on July 7, 2020, and accepted for processing on July 15, 2020.

2. Public notice for the Street Vacation and City Council public hearing was provided in accordance with RCW 35.79 on July 15, 2020, with a notice of public hearing posted in the Yakima Herald, mailed notice to surrounding property owners within a 600 ft. radius, posting of the subject property and posting in three public places.

3. The subject property and bus parking on N. 1st St. was developed by the City of Selah.in approximately 1991.

4. The right-of-way for vacation is semi-rectangular in shape 389.87 ft. long totaling approximately 8,952 sq. ft. in size.

5. As the City of Selah developed the subject right-of-way into school bus parking around 1991, the Selah School District is required to compensate the City of Selah the full appraisal amount of $47,000.00 in accordance with RCW 35.79.

6. There are several city utilities located within the vacation area that will require the recording of an easement to protect said utilities.

7. The City Public Works Department recommends that a perpetual landscape and maintenance agreement be recorded over the subject area requiring the school district to maintain its required landscaping, and restricting planting of trees or other large vegetation within close proximity of the City of Selah's utility lines.

8. The applicant's application meets the six criteria for approval of a right-of-way vacation as summarized below:
    a. The vacation does not deny access to a public street for any property;
    b. The proposal is consistent with existing plans of the City;
    c. The vacation is appropriate with existing zoning and land use;
    d. All public or franchised utilities in the right-of-way are to be protected in an easement or relocated; and
    e. An appraisal accepted by the city was received.

9. The vacated right-of-way shall be merged into the abutting properties and zoned Single-Family Residential (R-1) similar to the zoning of the abutting properties.

Conclusions:

1. Public notice of the subject Right-of-Way Vacation was completed in accordance with RCW 35.79, on July 15, 2020.

2. The subject application is categorically exempt from the requirements of the State Environmental Policy Act (SEPA).

3. Utilities are present within the area to be vacated, which will require protection by easement or relocation.

4. A perpetual landscape and maintenance agreement must be recorded over the subject area requiring the school district to maintain its required landscaping, and restricting planting of trees or other large vegetation within close proximity of the City of Selah's utility lines.

5. Compensation to the City of Selah in the full appraisal amount of $47,000.00 is required in accordance with RCW 35.79.

6. The applicant's application meets the six criteria for approval of right-of-way vacations.

7. The vacated right-of-way shall be merged into the abutting properties and zoned Single-Family Residential (R-1) similar to the zoning of the abutting properties.

Based on these findings it is in the City's and general public's interest to <u>APPROVE</u> the vacation of the (attached) legally described portion of the North 1st Street right-of-way subject to the following:

1. A utility easement over and across the entire vacated ROW for existing and potential future utilities shall be reserved and recorded.

2. A perpetual landscape and maintenance agreement shall be recorded over the subject area requiring the school district to maintain its required landscaping, and restricting planting of trees or other large vegetation within close proximity of the City of Selah's utility lines.

3. Prior to recording of the ordinance vacating the subject right-ow-way and in accordance with RCW 35.79, the Selah School District shall pay the City of Selah the sum of $47,000.00.

4. The subject-vacated property shall be merged into the abutting properties and zoned Single-Family Residential (R-1).

ADOPTION OF FINDINGS AND APPROVAL OF THE RIGHT OF WAY VACATION:

Motion by: _____ Seconded by: _____ Vote: ____ to ____

DATE: July 23, 2020
TO: Simon Sizer—Yakima-Herald Republic
FROM: Jeff Peters, City Planner
SUBJECT: Notice of Petition and Hearing Change of Venue
PUBLICATION DATE: SATURDAY, July 25, 2020

NOTICE OF PETITION AND HEARING CHANGE OF VENUE

DATE: July 25, 2020
TO: Petitioner and Adjoining Property Owners
FROM: Jeff Peters, Community Development Supervisor
SUBJECT: Notice of Petition and Application for the Vacation of a Portion of N. 1st Street. (City File Numbers: Petition No. 2020-001 & ROWV-2020-001)
LOCATION: North First Street right-of-way lying north of West Bartlett Avenue in front of the John Campbell School (on street bus parking).

NOTICE OF PETITION: On July 7, 2020, the Selah School District submitted a Right-of-Way Vacation application and petition to the City of Selah requesting vacation of a portion of the North First Street right-of-way lying north of West Bartlett Ave. for the purpose of eliminating the existing on street school bus and vehicle parking in front of the John Campbell School. The parking is to be replaced with public sidewalk and landscaping in collaboration with the reconstruction of the existing school. The file containing the complete application is available for public review are available during regular business hours at the Planning Department at 222 South Rushmore Road, Selah, Washington 98942. The staff report will be available approximately one week before the hearing. Contact the Planning Department with project, procedural or environmental questions.: **NOTICE OF PUBLIC HEARING CHANGE OF VENUE:** This request requires that the City Council hold an open record public hearing in accordance with the Revised Code of Washington, RCW 35.79. The public hearing on the proposed right-of-way vacation that was originally scheduled in the Council Chambers, City Hall Bldg., 115 W. Naches Ave., Selah, Washington on August 11, 2020, at 5:30 p.m., **has been moved to Zoom by electronic or telephonic means. Procedures for attendance of this closed record public hearing will be provided on the City of Selah's website along with the city council agenda at: https://selahwa.gov/council/agenda-minutes/.** All written comments received before the day of the hearing will be considered. If you have any question on this proposal, please call Jeff Peters, Community Development Supervisor at (509) 698-7367.

ROWV-2020-001
for Selah School District

List of Exhibits

Item	Exhibit
Staff Report	1a
Applications:	
Right of Way Vacation	2a
Petition No. 2020-001	2b
Legal Description of 1st St Vacated	2c
Appraisal	2d
Notices:	
Notice of Petition & Public Hearing	3a
Affidavit of Publication Yakima Herald Republic, July 15, 2020	3b
Affidavit of Mailing, July 15, 2020	3c
Notice of Petition & Hearing Change of Venue	3d
Affidavit of Publication, Yakima Herald Republic, July 25, 2020	3e
Misc:	
Declaration of Posting	4a
John Campbell site plan	4b

CITY OF SELAH

Planning Department
222 South Rushmore Road
Selah, Washington 98942

Phone 509 698-7365
Fax 509 698-7372

CITY OF SELAH CITY
STAFF REPORT
August 11, 2009

FILE NO.: ROWV-2020-001

PROPOSAL: Vacation of a portion of the North 1st Street right-of-way lying north of West Bartlett Ave. for the purpose of eliminating the existing on street school bus and vehicle parking in front of the John Campbell School. (SEE: PROPOSED VACATION MAP).

PROPONENT: Selah School District #119

LOCATION: North 1st Street right-of-way lying north of West Bartlett Ave.

ACCEPTANCE OF APPLICATION: On July 7, 2020, the City of Selah received the Selah School District's Right-of-Way Vacation application and petition. On July 15, 2020, the Selah Public Works Department reviewed the application, petition, appraisal, and all application materials and determined that the application was complete for processing.

HISTORY OF THE PROPERTY: The public right-of-way (ROW) proposed for vacation, can be described as a semi-rectangular shape 389.87 ft. long totaling approximately 8,952 sq. ft. in size which was purchased by the City of Selah and dedicated for public street and parking purposes. The subject ROW was developed into school bus parking associated with the Yakima School District #119 John Campbell School around May 31, 1991.

ON-SITE LAND USES:
(1) The ROW is a paved parking area for busses and other vehicular parking with an approximate eight-foot wide sidewalk on the east side of the ROW fronting the John Campbell School.

(2) The ROW proposed to be vacated contains buried utilities. (i.e., 12" water main, 8" sewage main, and 12" stormwater drain).

(3) The property East and West of the ROW is owned by the Selah School District (West), Selah Church of Nazarene, and Carl and Candi Torkelson (East).

EXISTING ZONING: All adjacent properties to the East are zoned Two-Family Residential (R-2), and to the West Single-Family Residential (R-1).

CITY OF SELAH URBAN GROWTH AREA COMPREHENSIVE PLAN: The adjacent properties are designated Quasi Public Space, and Medium Density Residential.

ENVIRONMENTAL REVIEW: N/A

EXISTING UTILITIES: The City of Selah Public Works Department recommends the recording of a utility easement of sufficient size (approved by the City of Selah Public Works Director) to protect all in ground utilities for the below identified utilities.

EXHIBIT
1a

(1) Twelve (12) inch water line located in alignment with E. Home Ave.

(2) Eight (8) inch sewer line located in the ROW running north and south parallel to N. 1st St., as well as a sewer stub entering the school property.

(3) Twelve (12) inch stormwater drain line running N. and S. parallel to the vacated ROW.

PROPERTY ACCESS: N. 1st St., N. 3rd St. and W. Bartlett Ave. provides access to the abutting school district property.

OTHER FINDINGS: The proposed John Campbell School District construction plans show that the school district is proposing to dedicate property back to the City of Selah for N. 1st St. so that the new sidewalk will be within the road prism. Additionally, the area around the sidewalk is proposed to be landscaped with grass, trees, and other vegetation associated with the schools required landscaping plan. As the proposed landscaping is associated with the schools landscape requirements, the City Public Works Department recommends that a perpetual landscape and maintenance agreement be recorded over the subject area requiring the school district to maintain its required landscaping, and restricting planting of trees or other large vegetation within close proximity of the City of Selah's utility lines.

CRITERIA FOR CONSIDERATION OF APPROVAL:

(1) What is the public benefit, reason for, and limitation of the right-of-way vacation?
"As part of the reconstruction of John Campbell Elementary School the School District wants to move the student drop off area and bus parking from N. 1st Street to areas on the school site as shown on the attached site plan. The public benefit is this will make driving on N. 1st Street safer."

(2) Does the vacation deny access to a public street for any property?
"The vacation does not deny access to any public streets or any property."

(3) Is the proposal consistent with existing plans of the City?
"The School District has submitted plans for improvements to N. 1st Street. The plans show the curb line being changed to match the curb alignment to the north and south."

(4) Is the vacation is appropriate with existing zoning and land use?
"The site is currently being used as an elementary school and the proposed improvements will improve vehicle and pedestrian safety."

(5) Are there any public or franchised utilities in the right-of-way to be vacated and if so, will they be relocated?
There may be public or franchised utilities within the right-of-way to be vacated. There are no plan to relocate existing utilities in this area. We recommend reserving utility easement over the right of way to be vacated for any public or franchised utilities that may exist."

(6) Appraisal?
"A copy of the appraisal of the property to be vacated is attached."

COMPENSATION FOR VACATION OF PUBLIC RIGHT-OF-WAY: The City of Selah

Supplemental Application For:

RIGHT-OF-WAY VACATION

INSTRUCTIONS – PLEASE READ FIRST Please type or print your answers clearly.

Answer all questions completely. If you have any questions about this form or the application process, please ask a Planner. Remember to bring all necessary attachments and the required filing fee when the application is submitted. The Planning Department cannot accept an application unless it is complete and the filing fee paid. Filing fees are not refundable.

This application consists of four parts. PART I - GENERAL INFORMATION AND PART IV – CERTIFICATION are on this page. PART II and III contain additional information specific to your proposal and MUST be attached to this page to complete the application.

PART I – GENERAL INFORMATION

1. Applicant's Information:	Name:	Eric Herzog, PLS, HLA Engineering and Land Surveying, Inc.					
	Mailing Address:	2803 River Road					
	City:	Yakima	St:	WA	Zip:	98902	Phone: (509) 966-7000
	E-Mail:	eherzog@hlacivil.com					
2. Applicant's Interest in Property:	Check One:	☐ Owner	☐ Agent	☐ Purchaser	☑ Other Surveyor		
3. Property Owner's Information (If other than Applicant):	Name:	Shane Backlund, Selah School District #119					
	Mailing Address:	316 W. Naches Avenue					
	City:	Selah	St:	WA	Zip:	98942	Phone: (509) 698-8099
	E-Mail:						

4. Subject Property's Assessor's Parcel Number(s): 181435-14039

5. Legal Description of Property. (if lengthy, please attach it on a separate document)

Please see attached.

6. Property Address: 408 N. 1st Street, Selah, WA 98942

7. Property's Existing Zoning: (Circle all that apply)

LDSF R-1 R-2 R-3 B-1 B-2 M-1 M-2

8. Type Of Application: (Check All That Apply)

☑ Right-of-Way Vacation ☐ Other:_____ ☐ Other:_____

PART II – SUPPLEMENTAL APPLICATION, PART III – REQUIRED ATTACHMENTS, & PART IV – NARRATIVE

SEE ATTACHED SHEETS

PART V – CERTIFICATION

I certify that the information on this application and the required attachments are true and correct to the best of my knowledge.

SL BL — July 7, 2020

Property Owner's Signature — **Date**

7-7-20

Applicant's Signature — **Date**

FILE/APPLICATION(S)# ROWV-2020-001

DATE FEE PAID:	RECEIVED BY:	AMOUNT PAID:	RECEIPT NO:

Received

JUL 07 2020

EXHIBIT

2a

Supplemental Application For:

RIGHT-OF-WAY VACATION

PART II - LOCATION

1. VICINITY - LOCATION OF RIGHT-OF-WAY TO BE VACATED:
West side of North First Street and North of West Bartlet Avenue. See the attached site plan.

2. LEGAL DESCRIPTION OF THE RIGHT-OF-WAY TO BE VACATED: (Attach if lengthy)
Please see attached.

PART III - APPLICATION INFORMATION

1. A WRITTEN NARRATIVE: (Please submit a written response to the following questions)

A. What is the public benefit, reason for, and limitations of the proposed right-of-way vacation?

Please see attached.

B. Does the vacation deny sole access to a public street for any property?

C. Is the proposal consistent with existing plans of the City? (Petitions should be consistent with the Six-year Transportation Improvement Plan, the Comprehensive Plan and other official City Plans and policies)

D. Is the vacation appropriate with existing zoning and land use? (Vacation of Right-of-Ways should be appropriate with existing and anticipated development in the area, based upon zoning, current use and long-range plans)

E. Are there any public or franchised utilities in the right-of-way to be vacated and if so, will they be relocated?

F. Please check box if appraisal is part of the application materials.

☑ I have enclosed an appraisal of the property to be vacated

PART IV - REQUIRED ATTACHMENTS

1. SITE PLAN REQUIRED (Please use the City of Selah Site Plan Checklist, attached)
2. PETITION TO VACATE STREET OR ALLEY REQUIRED (attached)
3. TITLE REPORT
4. SURVEY OF THE AREA TO BE VACATED
5. APPRAISAL OF THE PROPERTY
6. ENGINEERING PLAN (may be required to indicate how the curb, gutter and other physical features will be treated after the vacation is enacted.) Please check if included: ☐
7. TRAFFIC ANALYSIS (A traffic analysis prepared by a Certified Engineer, which describes the impact to the City transportation network of the closure of the right-of-way, may be required depending on the right-of-way being vacated. As a result of that analysis, a Traffic Study may also be required) Please check if included: ☐

May 18, 2020
HLA 19222
Selah School District
N. 1st Street Right of way vacation

PART III – APPLICATION INFORMATION

1.A. Written Narrative

A. What is the public benefit, reason for, and limitation of the right-of-way vacation?

As part of the reconstruction of John Campbell Elementary School the School District wants to move the student drop off area and bus parking from N. 1st Street to areas on the school site as shown on the attached site plan. The public benefit is this will make driving on N. 1st Street safer.

B. Does the vacation deny access to a public street for any property?

The vacation does not deny access to any public streets or any properties.

C. Is the proposal consistent with existing plans of the City?

The School District has submitted plans for improvements to N. 1st Street. The plans show the curb line being changed to match the curb alignment to the north and south.

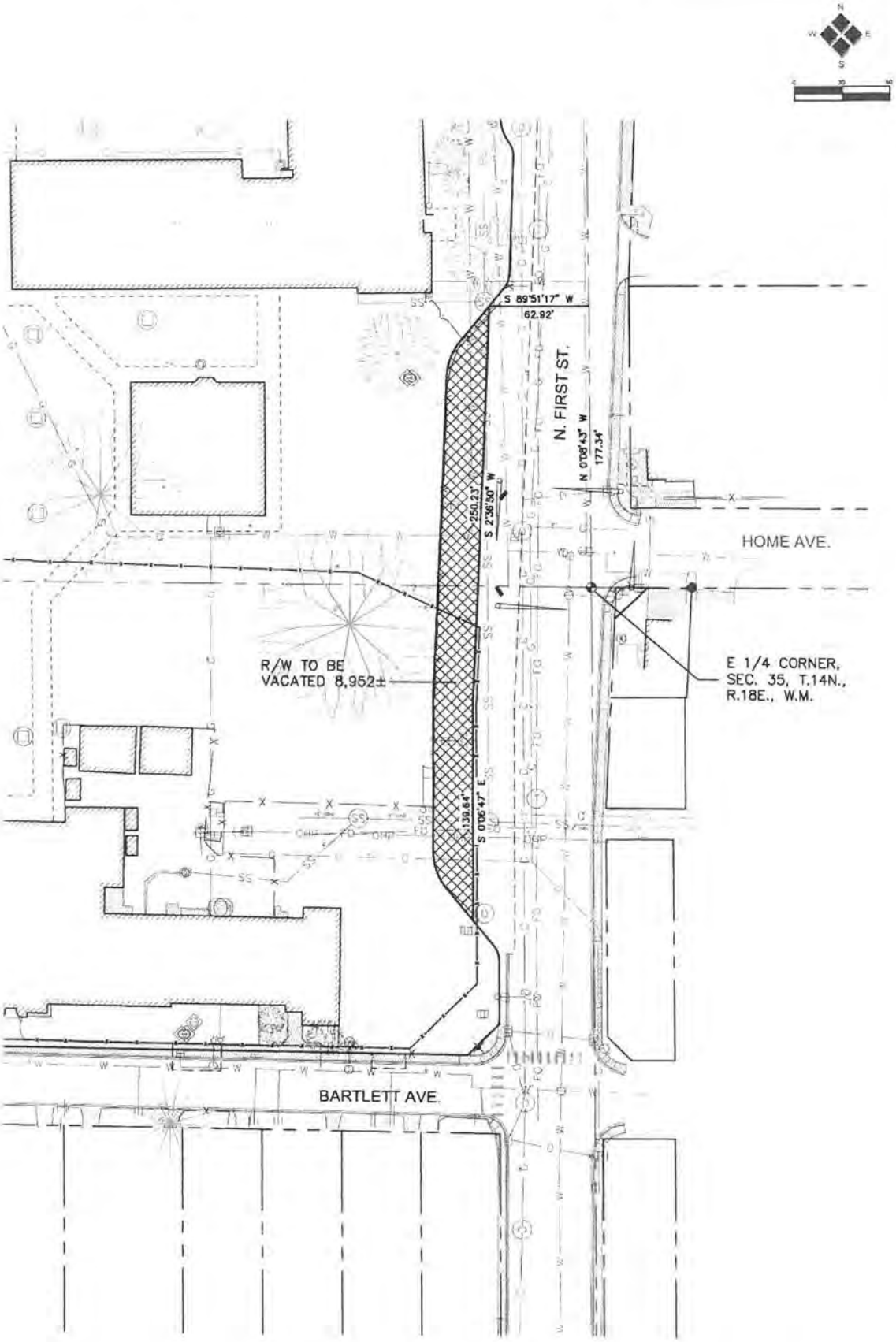
D. Is the vacation appropriate with existing zoning and land use? (Vacation of Right-pf Ways should d appropriate with existing and anticipated development if the area, based on zoning, current use and long range plans)

The site is currently being used as an elementary school and the proposed improvements will improve vehicle and pedestrian safety.

E. Are there any public or franchised utilities in the right-of-way to be vacated and if so, will they be relocated?

There may be public or franchised utilities with the right-of-Way to be vacated. There are no plan to relocate existing utilities in this area. We recommend reserving utility easement over the right of way to be vacated for any public or franchised utilities that may exist.

F. A copy of the appraisal of the property to be vacated is attached.



HLA Engineering and Land Surveying, Inc.	2803 River Road Yakima, WA 98902 509.966.7000 Fax 509.965.3800 www.hlacivil.com	JOB NUMBER: 20040 DATE: 5-20-20 FILE NAMES: DRAWING: 20040.dwg DRAWN BY: TDF	SELAH SCHOOL DISTRICT JOHN CAMPBELL IMPROVEMENTS CITY OF SELAH, YAKIMA COUNTY, WASHINGTON VACATED RIGHT-OF-WAY EXHIBIT MAP

SHEET 1 OF 1

19222

stewart title

SUBDIVISION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Guarantee No.: G-0000-640604408 **Fee:** $300.00

Order No.: 247649 **Dated:** June 09, 2020

Stewart Title Guaranty Company (the "Company"), guarantees the County of Yakima and any City within which said subdivision is located in a sum not exceeding $1,000.00 that, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision, the only parties having any record title interest in said land whose signatures are necessary, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map as referred to in the guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

Valley Title Guarantee
502 N 2nd Street
PO Box 1625
Yakima, WA 98907
Agent ID: 470006

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

In writing this company please address it at P.O. Box 2029, Houston, Texas 77252, and refer to the printed Serial Number.

SUBDIVISION GUARANTEE

Prepared by:
Valley Title Guarantee
502 N 2nd Street
PO Box 1625
Yakima, WA 98907

Order Number: 247649

Guarantee No.: G-0000-640604408

Effective Date: June 09, 2020 at 8:00 A.M.

Premium: $300.00
Sales Tax: $24.90
Total: $324.90

OWNERS: City of Selah, a municipal corporation

LEGAL DESCRIPTION:

That portion of the right-of-way for North First Street lying within the East 1/2 of Section 35, Township 14 North, Range 18, E.W.M., lying Westerly of the following described line;
Commencing at the East 1/4 corner of said Section 35;
thence North 00° 08' 43" West along the East line thereof 177.34 feet;
thence South 89° 51' 17" West 62.92 feet to a point on the West right of way line of said North First Street and the point of beginning of said line;
thence South 2° 36' 50" West 250.23 feet;
thence South 0° 06' 47" East 139.64 feet to a point on the West right-of-way line of said North First Street and the terminus of said line.

Situate in Yakima County, Washington.

SUBJECT TO:

1. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, for public road, in favor of Town of Selah, as recorded November 25, 1959, in Volume 601 of Deeds, under Auditor's File No. 1800030.

2. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, for water pipe line, in favor of Town of Selah, as recorded August 12, 1942, under Auditor's File No. 845160.

3. Easement or right-of-way for electric transmission and distribution line disclosed by instrument,
   Recorded: September 14, 1973, in Volume 893 of Official Records
   Auditor's File No: 2331164
   Grantee: Pacific Power & Light Company, a corporation

4. Easement or right-of-way for electric transmission and distribution line disclosed by instrument,
   Recorded: August 21, 1933
   Auditor's File No: 526310
   Grantee: Pacific Power & Light Company, a corporation

5. Conditions and reservations contained in deed from the Selah Valley Company, recorded in Volume "T" of Deeds, Page 94 and in Volume 18 of Deeds, Page 28, records of Yakima County, Washington, as follows:

   Right-of-way for construction and maintenance of all laterals, flumes and waste ditches of the Selah Valley Company heretofore or hereafter constructed over and across the said land for the irrigation of other lands with the right and permission to enter upon said lands for the survey, location, construction, enlargement and repair of said lateral, flumes and waste ditches. No irrigation water shall be allowed to run to useless waste upon said land and there shall be constructed and maintained at the cost of the owners, such ditch or ditches, as may be necessary to carry the surplus water after the irrigation of lands, if any back into some laterals of the irrigation system, provided always that said laterals may be reached by gravity flow by a ditch from the lowest point of said land within a distance not exceeding one-half mile, and the right-of-way can be obtained without expense to the owner. The owner waives any and all claims for loss or damage by reason of any break, leakage or overflow of said canal or any of its laterals.

6. Covenants, conditions, restrictions, easements and other matters, if any, as reserved and delineated on the face of said Plat, as attached.

7. Matters, if any, as disclosed on the face of Survey recorded under Yakima County Auditor's File No. 7881426, as attached.

SUBDIVISION GUARANTEE

Order Number: 247649

Guarantee No.: G-0000-640604408

This Guarantee and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of or opinion as to the sufficiency or effect of the matters shown, or opinion as to the marketability of title to the land.

PETITION NO. 2020-001
CITY OF SELAH WASHINGTON
PETITION TO VACATE STREET OR ALLEY

To the City Council of the City of Selah, Washington.

Comes now the undersigned petitioners and, pursuant to RCW Chapter 35.79, now respectfully show:

The undersigned petitioners request that the following described street, alley or portion thereof, located in the City of Selah, be vacated pursuant to RCW 35.79 (***provide legal description below, or attach to petition if lengthy***).

Each of the undersigned petitioners is the owner of an interest in real estate abutting on the above-described area. The undersigned petitioners constitute owners of more than two-thirds of said abutting property.

Wherefore, petitioners pray that proceedings be heard hereon for the vacation of said area in the manner prescribed by RCW Ch. 35.79.

Selah School District #119	408 North 1st Street, Selah, WA 98942	
Owner	**Address**	
JL BL	July 7, 2020	100
Signature	**Date**	**Ownership %**

Owner	**Address**	
Signature	**Date**	**Ownership %**

Owner	**Address**	
Signature	**Date**	**Ownership %**

(*If there are more property owners than what is room for please attach a separate list of property owners abutting the right-of-way to be vacated as well as their address, percentage of frontage on the right-of-way, and signature with date and the total ownership percentage of the property owners participating in this vacation*)

EXHIBIT
2b

February 26, 2020
HLA No. 19222
ETH

Legal Description of Right-of-Way to be Vacated

That portion of the right-of-way for North First Street lying within the east half of Section 35, Township 14 North, Range 18 East, W.M. lying westerly of the following described line:
Commencing at the East Quarter Corner of said Section 35;
Thence North 00°08'43" West along the East line thereof 177.34 feet;
Thence South 89°51'17" West 62.92 feet to a point on the west right of way line of said North First Street and the Point of Beginning of said line;
Thence South 2°36'50" West 250.23 feet;
Thence South 0°06'47" East 139.64 feet to a point on the West right-of-way line of said North First Street and the terminus of said line.

Situate in Yakima County, Washington.

ERIC T. HERZOG
STATE OF WASHINGTON
33132
REGISTERED
PROFESSIONAL LAND SURVEYOR

2-7-20

EXHIBIT
2C

Appraisal Report
of
RIGHT-OF-WAY
WEST SIDE OF N. 1ST STREET
Selah, WA 98942

Name of Client

Selah School District
316 W. Naches Avenue
Selah, Washington 98942

By
Larry D. Davis
DAVIS APPRAISAL COMPANY
103 S. 10th Street
Selah, WA 98942

EXHIBIT
tabbies
2d

DAVIS APPRAISAL COMPANY

103 S. 10TH STREET · SELAH, WA 98942 · 509-930-0007

February 25, 2020

Mr. Shane Backlund
Superintendent
Selah School District
316 West Naches Avenue
Selah, Washington 98942

Dear Mr. Backlund:

Pursuant to your request, I have completed an Appraisal Report of the Right-of-Way located along the west side of N. 1st Street in front of John Campbell School.

I have prepared an Appraisal Report which conforms to the provisions set forth by Uniform Standards of Professional Appraisal Practice.

In order to make this appraisal, I have inspected the subject property and have observed land uses and trends of land uses in the immediate and surrounding areas. Sales and other pertinent data of comparable and competitive properties were also investigated.

I have not performed as an appraiser or in any other capacity, regarding the property that is the subject of this report within three years immediately preceding acceptance of this assignment.

The undersigned has no personal interest in the subject property and certifies that no fee or the employment of his services is in any way contingent upon the opinion reported.

Based upon the investigation and appraisal techniques described within the report and in accordance with Uniform Standards of Professional Appraisal Practice, it is my opinion that the reasonable compensation for the subject easement as of February 5, 2020 is **$47,000.**

FORTY SEVEN THOUSAND DOLLARS

Respectfully submitted,

DAVIS APPRAISAL COMPANY

Larry D. Davis

Larry D. Davis
Certified General Real Estate Appraiser
CGREA #1100212

TABLE OF CONTENTS

Page No.

Summary of Salient Facts 1
Special Assumptions and Limiting Conditions 2
Purpose of the Appraisal 4
Scope of the Appraisal 4
Function of the Appraisal 4
Intended Users of Report 4
Property Rights Appraised 4
Date of Appraisal 5
Legal Description 5
Property Ownership 5
Sales History 5
Inspection Date 5
Competency Provision 5
Regional Map 6
Regional and City Analysis 7
Neighborhood Map 12
Neighborhood Analysis 13
Site Map 14
Site Analysis 15
Highest and Best Use 16
Valuation Methods 17
Selah Sales Map 18
Yakima Sales Map 19
Sales Comparison Approach 20
Certificate of Appraisal 38
Qualifications of the Appraiser 39

ADDENDA

i. Photographs of Subject
ii. Surveyor Diagram of Right of Way
iii. Aerial Photo

SUMMARY OF SALIENT FACTS

Subject Property:	The right-of-way is an irregular parcel located along the west side of N. 1st Street in front of John Campbell Elementary School.
Function of Appraisal:	Establish value of the parcel for application to the City of Selah to vacate the right-of-way.
Zoning:	R-1, Single Family Residential
Date of Appraisal:	February 5, 2020
Compensation Value:	**$47,000**

Aerial Photo of Right-of-Way

ASSUMPTIONS AND LIMITING CONDITIONS

ORDINARY ASSUMPTIONS

The analysis assumes the legal description accurately represents the subject property. A final survey has not been provided to the appraiser. Valuation is reported without regard to questions of title, boundaries, encumbrances and encroachments. If further verification is required, a survey by a registered surveyor is advised.

The exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumes no responsibility in connection with such matters.

The title to the property appraised is good and marketable.

The management of the property is assumed to be competent and the ownership in responsible hands.

The property is free and clear of any mortgage, trust deed, lien or other encumbrances.

The value reported assumes all taxes and assessments have been paid.

The value is reported in dollars on the basis of the currency prevailing on the date of the appraisal.

No responsibility for legal matters is assumed and no right to expert testimony is included.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable.

Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, the appraiser assumes no responsibility for its accuracy.

The appraiser has no present or contemplated future interest in the property which is not specifically disclosed in this report; that neither the employment to make the appraisal nor the compensation is contingent upon the amount of the valuation reported; and that to the best of my knowledge and belief, all statements and opinions in this report are true and correct and no important relevant facts withheld.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without the written consent and approval of the author, particularly as to the valuation conclusions.

This report must be used in its entirety. Reliance on any portion of the report independent of others may lead the reader to erroneous conclusions regarding the property values. No portion of the report stands alone without approval from the author.

The liability of Davis Appraisal Company is limited to the client only and only up to the amount of the fee actually received for the assignment. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiency in the property.

In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in case of lawsuit (brought by lender, partner, or part owner in any form of ownership, tenant, or any other party), any and all awards, settlements, or cost, regardless of outcome; the client will hold Davis Appraisal Company completely harmless.

The appraiser is not qualified to detect the presence of toxic or hazardous substances or materials, which may influence or be associated with the property or any adjacent properties. The appraiser has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the presence of such materials. Therefore, irrespective of any degree of fault, Davis Appraisal Company shall not be liable for costs, expenses, damages, assessments, or penalties, or diminution in value, property damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids, or gasses, waste materials or other irritants, contaminants, or pollutants.

In the case of building improvements, the appraiser assumes no responsibility for determining if the subject property complies with the Americans with Disabilities Act (ADA), which prescribes specific building standards, which may be applied differently to different buildings, depending on such factors as building age, historical significance, amenability to improvement, and cost of renovation. Davis Appraisal Company shall not be liable for any costs, expenses, assessments, penalties, or diminution in value resulting from non-compliance. Except as otherwise noted herein, this appraisal assumes that the subject complies with all ADA standards appropriate to the subject improvements. If the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the necessary renovation costs, time period needed for renovation, and penalties for non-compliance (if any) were known today, appropriate deductions would be made to the value conclusions reported herein.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate fair market value of the right-of-way.

SCOPE OF THE APPRAISAL

The following steps were used in arriving at the final estimate of compensation for the subject easement:

1. After receiving the assignment, a preliminary search of all available resources was made to determine market trends, influences and other significant factors pertinent to the subject property.

2. A physical inspection of the property was performed. Although due diligence was exercised while inspecting the subject, the appraiser is not an expert in such matters as pest control, structural engineering, hazardous waste, etc., and no warranty is given relative to these elements. As needed, inspections by various professionals within these fields might be recommended with the final estimate of value subject to their findings.

3. A second review of the data was then performed with the most relevant factors extracted and considered. Sales data was examined in order to determine the type and extent of the data with which to compare directly to the underlying property of the easement. The appraisal report was then completed in accordance with standards dictated by THE APPRAISAL FOUNDATION and lender guidelines. The report included all data and information needed to lead a reader to a similar value conclusion.

4. The appraisal report was then delivered to the client, which constituted the completion of the assignment.

FUNCTION OF APPRAISAL

The function of this appraisal is to estimate the market value of the subject property in order for the Selah School District to make application to the City of Selah to vacate the right-of-way.

INTENDED USERS OF REPORT

The intended users of the report are the Selah School District and the City of Selah.

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the unencumbered lease fee interest of all future benefits, which may be derived from the property's present or possible use.

DATE OF APPRAISAL

February 5, 2020

LEGAL DESCRIPTION

Legal Description of Right-of-Way to be Vacated

That portion of the right-of-way for North First Street lying within the east half of Section 35, Township 14 North, Range 18 East, W.M. lying westerly of the following described line:
Commencing at the East Quarter Corner of said Section 35;
Thence North 00°08'43" West along the East line thereof 177.34 feet;
Thence South 89°51'17" West 62.92 feet to a point on the west right of way line of said North First Street and the Point of Beginning of said line;
Thence South 2°36'50" West 250.23 feet;
Thence South 0°06'47" East 139.64 feet to a point on the West right-of-way line of said North First Street and the terminus of said line.

Situate in Yakima County, Washington.

PROPERTY OWNER

City of Selah

SALES HISTORY

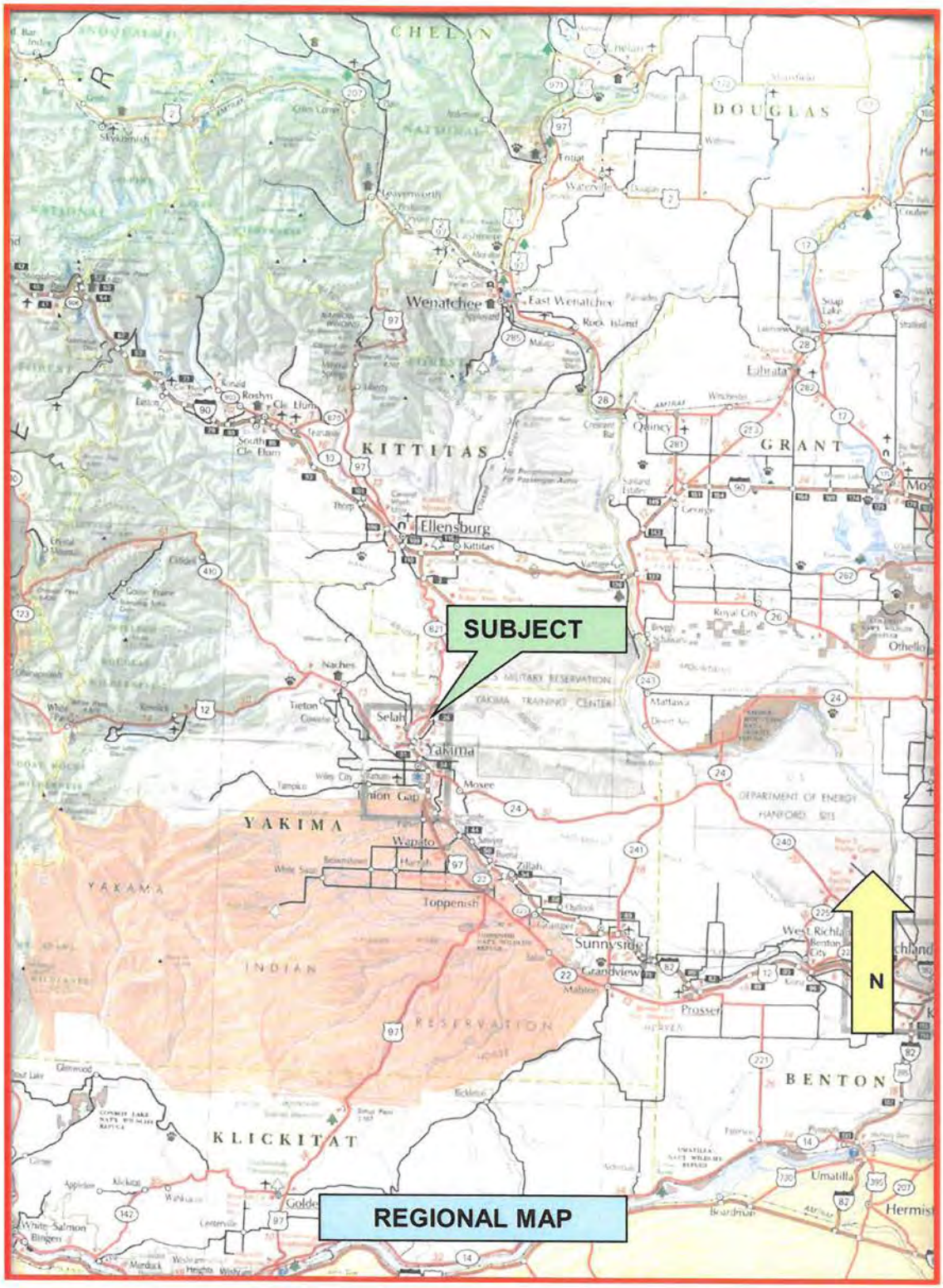
No sales have occurred on the property within the past five years.

INSPECTION DATE

February 5, 2020

COMPETENCY PROVISION

The author of this report possesses the education, knowledge, technical skills, and practical experience to complete this assignment competently in conformance with stated regulations. Larry D. Davis inspected the property and Larry D. Davis is authorized by the State of Washington, as provided by law, as a "Certified General Real Estate Appraiser."


SUBJECT
N
CHELAN
DOUGLAS
KITTITAS
GRANT
YAKIMA
BENTON
KLICKITAT
Wenatchee
East Wenatchee
Ellensburg
Yakima
Selah
Union Gap
Wapato
Toppenish
Sunnyside
Grandview
Prosser
West Richland
Quincy
Ephrata
Moses Lake
Othello
Mattawa
Naches
Tieton
Roslyn
Cle Elum
Kittitas
Moxee
Zillah
Umatilla
Hermiston
Boardman
Goldendale
White Salmon
Bingen
Yakima Training Center
Hanford
Royal City
Rock Island
Leavenworth
Skykomish
Stevenson
Lyle
Dallesport
Klickitat
Appleton
Wishram
Lyle
Dallesport
Glenwood
Trout Lake
Eatonville
Kittitas
Thorp
Cle Elum
Roslyn
Ellensburg
Selah
Yakima
Union Gap
Wapato
Toppenish
Sunnyside
Grandview
Prosser
West Richland
Kennewick
Pasco
Umatilla
Hermiston
Boardman
Quincy
Ephrata
Moses Lake
Othello
Mattawa
Naches
Tieton
Roslyn
Cle Elum
Kittitas
Thorp
Ellensburg
Selah
Yakima
Union Gap
Wapato
Toppenish
Sunnyside
Grandview
Prosser
West Richland

REGIONAL ANALYSIS

Geographically the Pacific Northwest is located in the far northwest corner of the United States. It has a very favorable climate because it is under the influence of the Japanese Current. Washington is divided by the Cascade Mountains with approximately one-third of the land area lying west of the mountains and two-thirds on the other side. Conversely, the population is two-thirds on the west and one-third on the east. The climate is moist on the western side and arid on the east, but there is clean air and a plentiful supply of water for irrigation from the Columbia, Snake, Yakima, and Okanogan Rivers and from deep wells. Annual precipitation on the western side of the state exceeds 40 inches while in Central Washington the average precipitation is approximately 7 to 10 inches.

Both Continental and Marine weather patterns influence the climate of the area. Moist air coming in from the Pacific Ocean and cold air moving southward from Canada affect the climate of the Pacific Northwest. The weather systems are modified by the Rocky Mountains to the east and north and by the Cascades to the east and west. The summers are hot and the winters are clear, dry, and cold.

The topography of the western part of the state is low, rolling coastal hills that were originally covered with timber. The eastern part is generally a south sloping plain that is deeply dissected by the drainage of the Columbia, Snake, Okanogan, and the Yakima Rivers.

Economically, Washington is located strategically. Its climate is varied but not extreme. Its job opportunities are many, from high tech to farm labor. There are metropolitan areas with cultural activities and quiet rural areas. Washington is a way of life, and it is a progressive and optimistic state. The aerospace industry, lumbering, shipping facilities, and other manufacturing industries dominate the western area especially near Seattle. It is a major shipping port to the Pacific Rim Countries and Alaska. It is the financial center of the Pacific Northwest.

Location

Selah is located east of the Cascade Mountains in the central part of the state. Selah has a population of approximately 7,859 as of 2017 data. It is located approximately 156 miles southeast of Seattle and 212 miles southwest of Spokane. It is also 185 miles northeast of Portland, Oregon. The Canadian border is approximately 156 miles north of and the Washington-Oregon border is approximately 79 miles to the south. Interstate I-82 provides a four lane divided highway from Yakima to Seattle, from Yakima to Spokane, and from Yakima to the Oregon border at Umatilla, Oregon. U.S. Highway 97 also connects Yakima to the Oregon border at Biggs Junction near Goldendale, Washington. U.S. Highway 12 and U.S. Highway 410 also provide access to Yakima from two major mountain passes across the Cascade Range, White Pass and Chinook Pass.

Demographics

Selah Demographics Profile

Statistic	Selah	Washington	National
Population	7,599	7,073,146	318,558,162
Population density (sq mi)	1,658	97	91
Median age	35.3	37.6	37.7
Male/Female ratio	0.9:1	1.0:1	1.0:1
Married (15yrs & older)	60%	56%	55%
Families w/ Kids under 18	60%	44%	43%
Speak English	88%	81%	79%
Speak Spanish	10%	8%	13%

Selah Population Trends

Year	Population	Growth	Annual Growth Rate
2017	7,859	151	1.96%
2016	7,708	76	1.00%
2015	7,632	77	1.02%
2014	7,555	38	0.51%
2013	7,517	35	0.47%
2012	7,482	54	0.73%
2011	7,428	63	0.86%
2010	7,365	1,055	1.56%
2000	6,310	1,197	2.13%
1990	5,113	613	1.29%
1980	4,500	1,430	3.90%
1970	3,070	246	0.84%
1960	2,824		0.00%

Yakima Population Trends

Year	Population	Growth	Annual Growth Rate
2017	93,667	191	0.20%
2016	93,476	407	0.44%
2015	93,069	219	0.24%
2014	92,850	11	0.01%
2013	92,839	69	0.07%
2012	92,770	116	0.13%
2011	92,654	1,003	1.09%
2010	91,651	19,806	2.46%
2000	71,845	17,018	2.74%
1990	54,827	5,001	0.96%
1980	49,826	4,238	0.89%
1970	45,588	2,304	0.52%
1960	43,284	4,798	1.18%

Population Summary

The growth rate for Selah has been reasonably steady since 1960 peaking between 1990 and 2000. The growth rate in Selah is similar to that of Yakima. Selah is considered a bedroom community of Yakima and it appears that the majority of the growth in Selah has come from a population shift from the City of Yakima and the surrounding area.

Climate

The climate of the Yakima Valley is mild and dry, having the characteristics of both maritime and continental climates modified by the Cascade and Rocky mountains. The summers are dry and hot and winters are cool with only light snowfall. Usually the summer afternoons are very hot, but with the dry air there is a rapid decrease in temperatures after sunset. The summers in the Yakima Valley are sunny with approximately 85 percent possible sunshine. The Yakima Valley is in a semi-arid climate which has most of the precipitation blocked by the Cascade Mountain range to the west. As a result, the total precipitation is small. There is an average of 300 days of sunshine per year and the annual precipitation as stated previously averages between seven and ten inches per year. The majority of the precipitation occurs during the months of November, December, and January with approximately one inch per month. This is approximately half the average annual rainfall. It is common for the months of July and August to receive no rainfall.

The winters are mostly cloudy with only 32 percent of the possible sunshine being received. The snowfall is generally light with 20-25 inches per year. There have been some exceptional years when the snowfall has been as much as 74 inches per year and as little as two inches per year. The most snow ever recorded in a 24-hour period was 14 inches in 1964 and the same year recorded the greatest snow depth of 22 inches.

Major Employers

Tree Top Foods.....525
Selah School District.....450
Zirkle Fruit.....300
Matson Fruit.....250
Yakima Valley School.....240
Monson Fruit.....200
High Country Foods.....153
Larson Fruit.....140
Graham Packaging.....105

As can be seen by the majority of the major employers, the economic base for Selah is agriculture.

Economy

The Yakima Valley has long been noted for its economic stability. The key to this economic stability has been diversification through non-manufacturing as well as manufacturing industries. Yakima is the state's leading agricultural county with a highly varied farm base. The largest segment of the agricultural economy is fruit with apples being the largest crop. Pears are the sixth largest agricultural crop followed by grapes and cherries.

Crop	Acres	Value
Apples	52,342	$83,169,867
Hops	21,000	76,300,587
Mint	18,959	19,274,454
Asparagus	11,942	16,606,890
Alfalfa Hay	36,800	16,342,499
Pears	7,645	15,352,890
Grapes	20,080	14,970,773
Cherries	5,776	14,889,183
Wheat	30,616	8,747,587
Other Hay	26,464	8,438,630

As can be seen by the table, fruit production is 47 percent of the total annual crop production.

Yakima County ranks first among all counties in the United States in production of apples, mint, and hops.

Education

There are eight high schools located in the Selah/Yakima area. They are Selah High School, Davis High School, Eisenhower High School, West Valley High School, East Valley High School, LaSalle High School, Riverside High School, and Highland High School.

In addition to the public schools, the Selah/Yakima area has Perry Technical Institute which is a privately endowed, non-profit vocational technical school with an enrollment of approximately 842. Yakima Valley Community College is a public two-year institution of higher education and has an enrollment of approximately 4,105.

Pacific Northwest University of Health Sciences is a new medical school which opened August 2008. The new medical school is located on S. 33rd Street in Yakima. Current enrollment is approximately 570 medical students.

Heritage College, founded in 1982, is located 3.5 miles west of Toppenish on Highway 220. This is an independent four-year liberal arts college offering degrees in education and business as well as master's degree in education. Enrollment for Heritage College is 1,254.

In addition, Central Washington University, with an enrollment of 11,500, is located approximately 29 miles north of Selah in Ellensburg, Washington.

Transportation

Selah is serviced by the Yakima municipal airport, which has the capacity to handle large commercial transport type aircraft, and is currently served by Horizon Airlines.

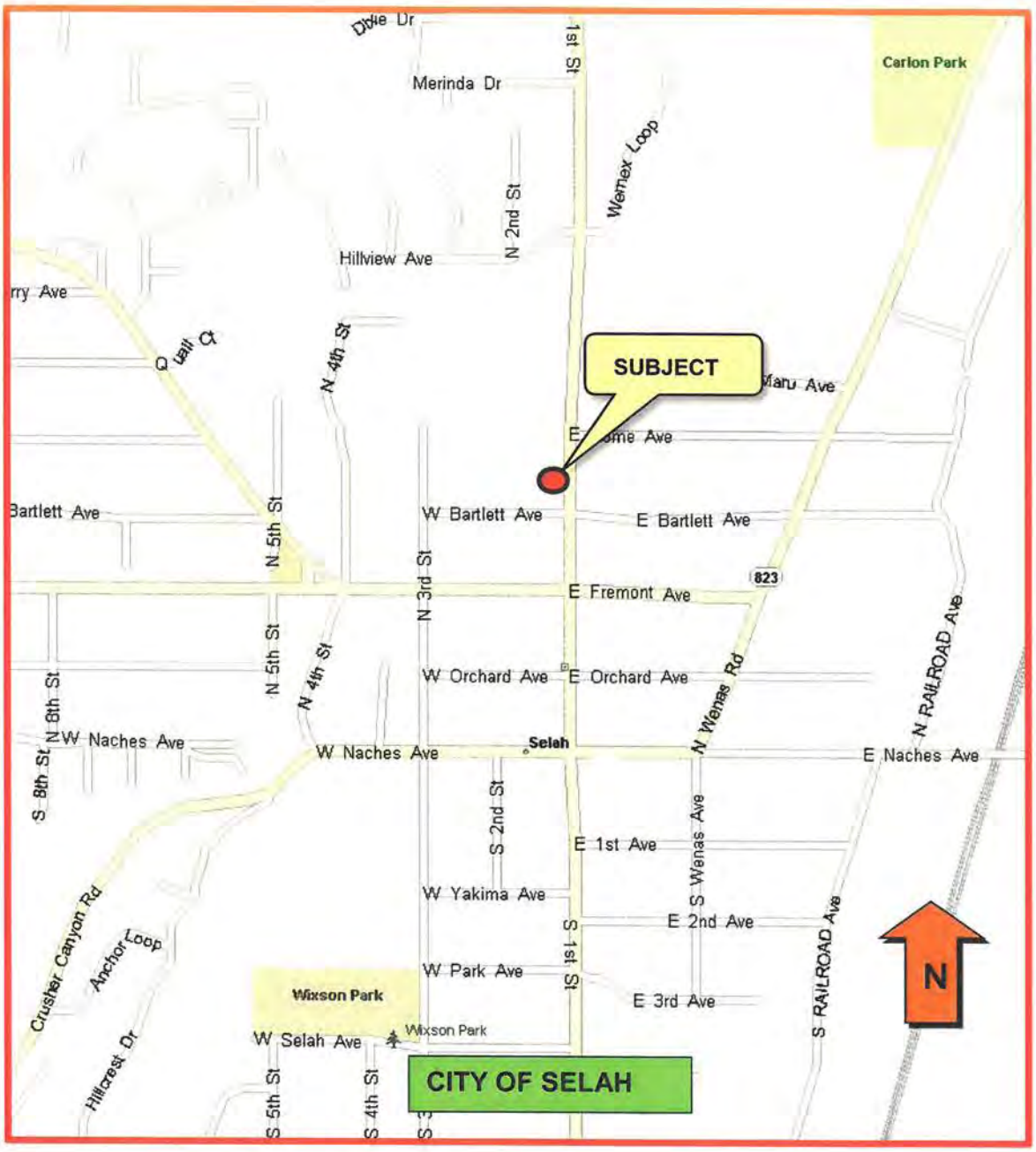
Selah is also served by a public transit system.

Central Washington Railroad Company and Burlington Northern Railroad provide rail service.

Summation and Trend

The region is primarily dependent upon agriculture for its economic base and has shown stability over the years. There appear to be no economic factors, which would have a negative impact upon the region in the foreseeable future.

NEIGHBORHOOD MAP



NEIGHBORHOOD ANALYSIS

The subject is located approximately .20 miles north of the core of the central business district of Selah, WA.

The subject is also located on N. 1st Street which is the primary north/south thoroughfare through the City of Selah.

The neighborhood boundaries are considered to be a .2 mile corridor on either side of N. 1st Street extending south from Goodlander Road to Naches Avenue.

The surrounding land use in the neighborhood is a mixture of publically owned properties as well commercial and residential uses. Land use immediately to the west of the subject is John Campbell Elementary School of which the subject will become a part once the subject is vacated by the City of Selah.

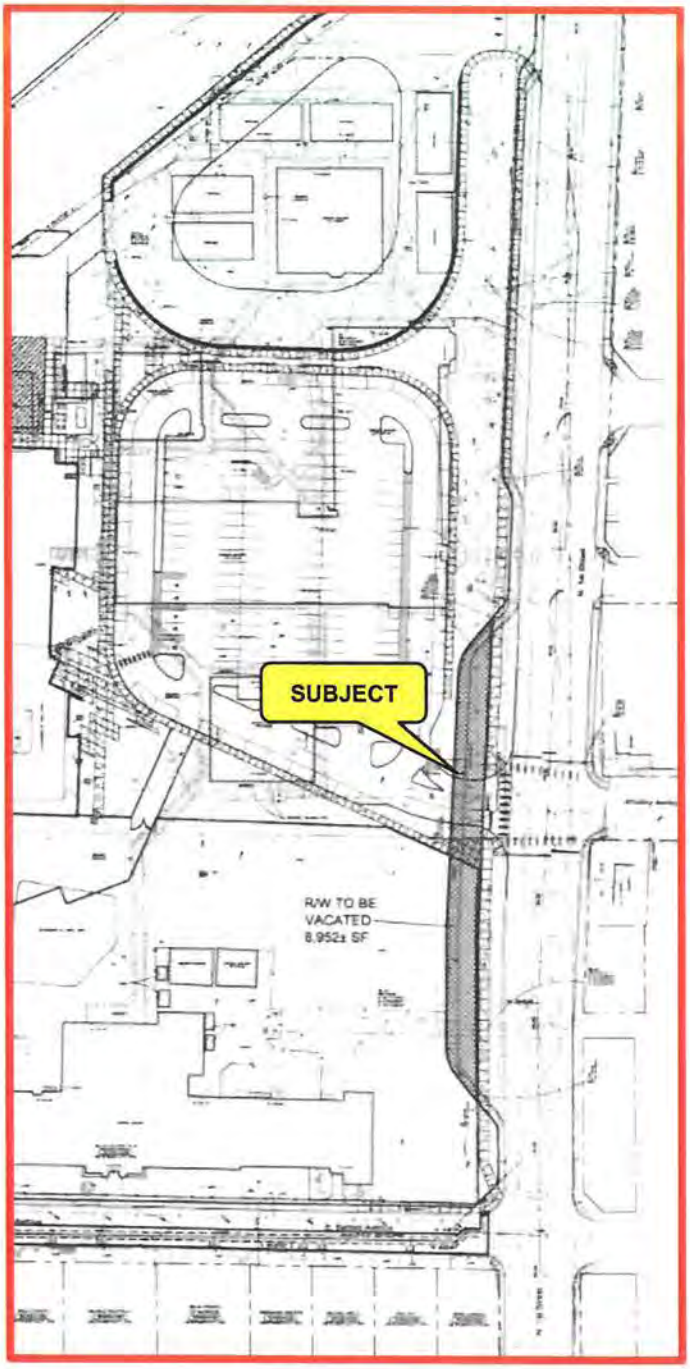
Land use to the north of the John Campbell Elementary School property is single family residential use. Land use to the south of Bartlett Street is primarily older residential properties. Land use to the southeast of the subject is also older single family residential uses with a few multi-family properties scattered throughout.

Land use to the east of the subject is Selah Intermediate School.

The majority of the land use in the immediate vicinity of the subject is public use by the Selah School District.

There appear to be no detrimental conditions which would have an adverse effect upon the marketability of properties in the neighborhood.

SITE MAP



SITE ANALYSIS

The subject is an elongated parcel commencing approximately 63 feet north of the northwest corner of Bartlett Avenue and N. 1st Street and extends north approximately 422 feet along N. 1st Street. The subject is approximately 36 feet wide from street gutter to the concrete curb and tapers to a point on both ends on the east side of the subject.

The subject is current used as parking for school buses and has asphalt paving over the entire site.

Shape:	Irregular
Size:	The right of way has 8,952 square ± according to the engineer survey.
Topography:	Level
Utilities:	Available utilities are city water, city sewer, public telephone, and public electricity.
Zoning:	R-1, One Family Residential
	The one-family residential (R-1) zoning district is established to provide for mixed-use housing types, which include single-family, duplexes, and townhouses. Residential development in this zone is limited by a density of five dwelling units per gross acre, the underlying zoning district development standards, and the availability of urban governmental services or their potential extension by the proponent to facilitate development at no public cost.
Flood Plain:	The subject is not located in a HUD identified flood hazard area (Flood Map No. 53077C0717D Dated November 18, 2009).
Other:	There appear to be no adverse easements, encroachments, other adverse factors which would have a detrimental impact upon the site.

HIGHEST & BEST USE

The Highest and Best Use is defined as that reasonable and probable use, which will support the highest present value, as defined as of the effective date of the appraisal.

Alternatively, it is that use, from among reasonable, probable, and legal alternative uses, which are found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.

The definition above implies specifically to the Highest and Best Use of the land. It is to be recognized in cases where the site has existing improvements. The Highest and Best Use may very well be determined to be different than the existing use. However, normally the existing use continues unless and until the land value in the Highest and Best Use exceeds the total value of the property in its existing use.

Although the subject is zoned as R-1, Single Family Residential, and has adequate size, good access, and availability of all standard utilities, the irregular shape of the subject would preclude the use for single family development and would not be considered as a reasonable and probable use for the site.

The current use as a parking lot is well suited to the location, is compatible with current trends, and is considered to be a financially feasible use of the site. It appears that the use as a parking lot would support the highest value to the land.

As a result, the use as a parking lot meets the criteria contained within the definition of "Highest and Best Use" and the use as a parking lot is therefore considered as the Highest and Best Use of the subject property.

VALUATION METHODS

Typically there are three approaches to value used when appraising property. They are the Income Approach, Cost Approach and the Direct Sales Comparison Approach.

The **Income Approach** analyzes the potential annual income the subject should be able to generate. The vacancy rate is estimated and subtracted from the potential income to arrive at an effective gross income. Then all direct expenses are subtracted from the effective gross income to arrive at an annual net operating income. The annual net income is then converted into a value by dividing it by an overall rate, which is found to be acceptable by market investors for similar properties. Since the subject is not considered as an income producing property in the normal sense, the Income Approach to value is not applicable.

The **Cost Approach** takes into consideration the cost to construct the improvements with current materials and labor. Depreciation, if applicable, is estimated and then subtracted from the total construction costs. The value of the site is then added to the depreciated replacement cost to arrive at a total indicated value. Since the only improvement to the site is asphalt paving, the Cost Approach is only used to establish the depreciated value of the asphalt.

The method of estimating accrued depreciation is the Age-Life method, which expresses a ratio between the effective age of the improvements and total remaining economic life.

The application of the **Sales Comparison Approach** produces an estimate of value by comparing the subject property to similar properties that have sold recently or that are currently being offered for sale in the immediate and surrounding area. Procedures used to estimate the degree of comparability between the two properties involve judgment decisions concerning their similarity with respect to many value factors such as location, view, topography, availability of utilities, and other amenities. The sale price of properties judged to be the most comparable tend to set a range in which the value of the subject property should fall. Careful consideration of the comparative data must lead to a logical estimate of the probable price for which the subject could be sold.

Since this appraisal assignment consists of the valuation of a right of way, the Sales Comparison Approach is used for valuation of the bare land only.

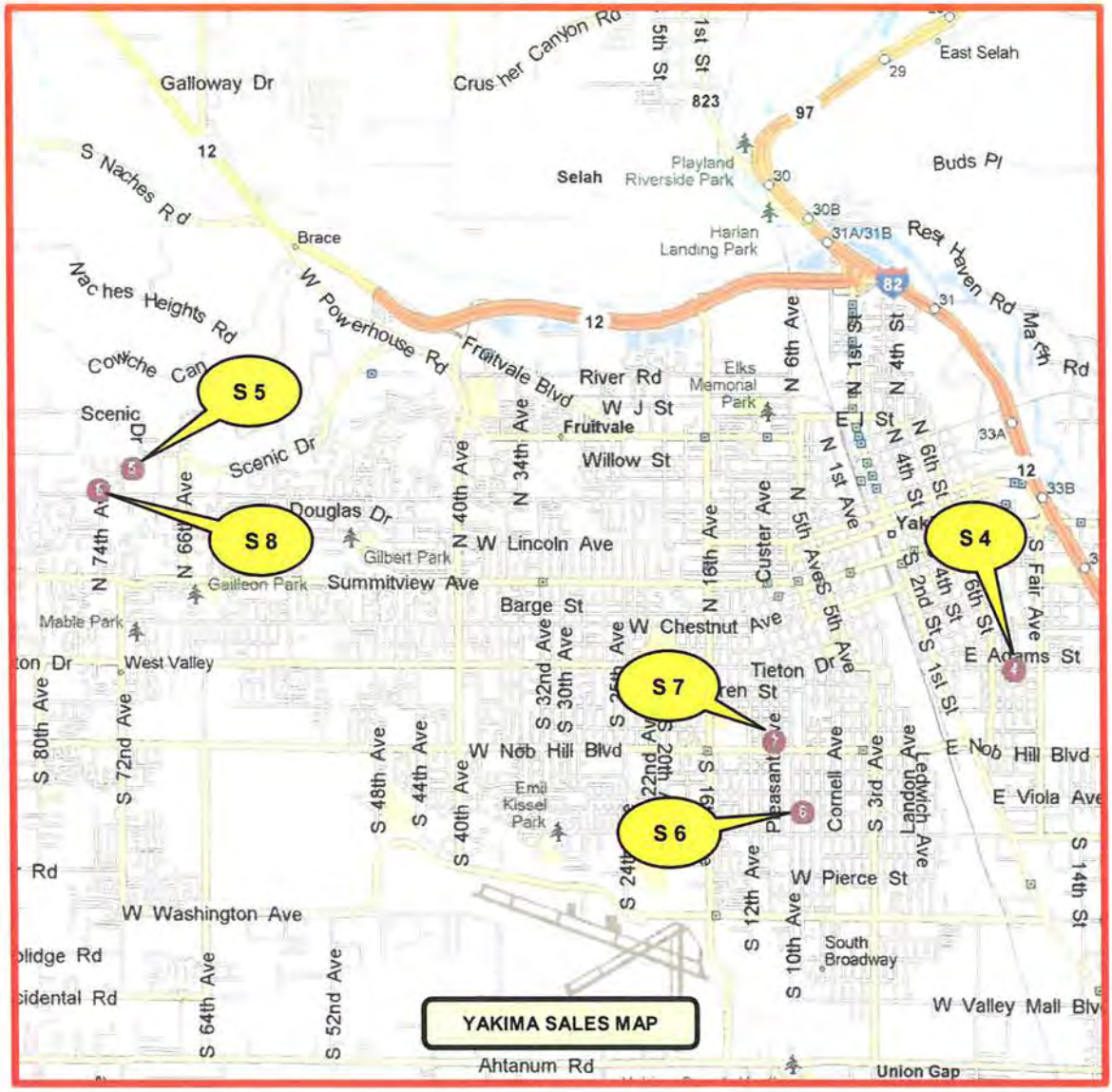
Also since the subject is zoned R-1, land sales used for residential purposes are used for comparison to the subject property. The unit of comparison in comparing the sales to the subject is the sale price per square foot.

The following are two maps showing the location of the land sales used to compare to the subject followed by documented residential land sales which are the most similar found for direct comparison to the subject.

The first sales map shows the location of the sales that are located in Selah. The second sales map shows the location of the land sales located in Yakima.

SELAH SALES MAP

YAKIMA SALES MAP



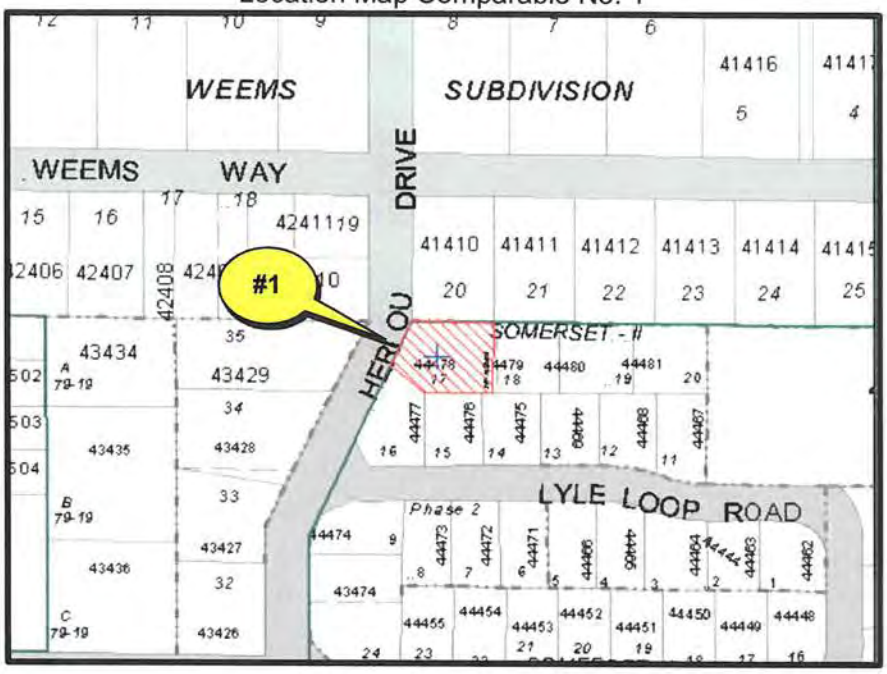
LAND SALE NO. 1

Location:	4 Alan Ct., Selah, WA 98942
Legal Description:	Parcel No. 181426-44478
Date:	12/13/19
Price:	$52,000
Grantor:	Zuker/Sample Development LLC
Grantee:	Kendall Nass
Recording:	Excise Tax Affidavit No. E024965
Zone:	R-1, Single Family Residential
Acres:	0.27
Square Feet	11,761
Price S.F.:	$4.42

This sale is an irregular shaped interior lot located .7 mile northwest of the subject in a newly developing subdivision. This lot has steep topography.

SALES COMPARISON APPROACH (Cont.)

Location Map Comparable No. 1



Aerial Photo

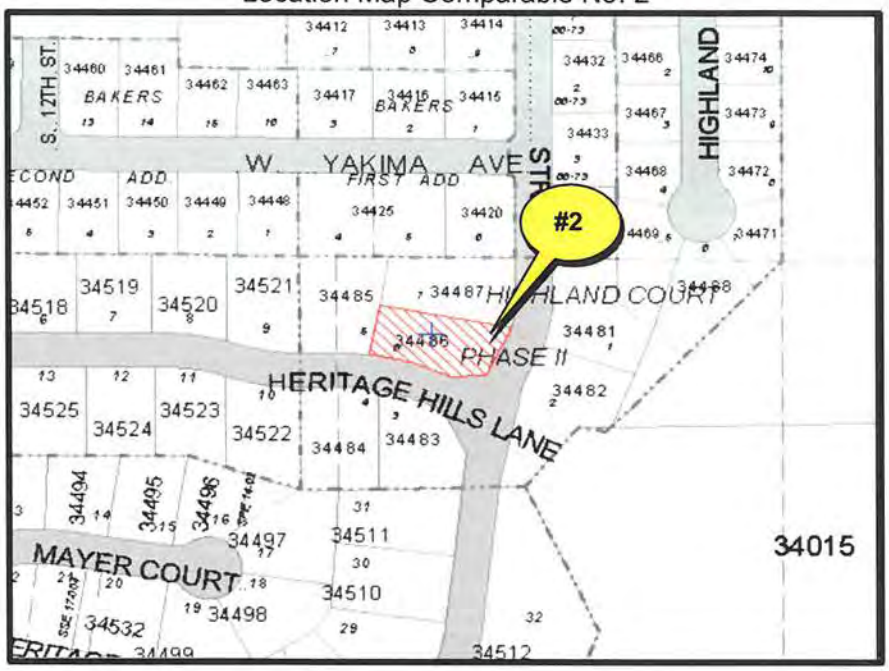
LAND SALE NO. 2

Location:	110 S. 10th St., Selah, WA 98942
Legal Description:	Parcel No. 181435-34486
Date:	06/10/19
Price:	$65,000
Grantor:	John Eakin
Grantee:	Curtis Baughman
Recording:	Excise Tax Affidavit No. E022488
Zone:	R-1, Single Family Residential
Acres:	0.30
Square Feet	13,068
Price Per S.F.	$4.97

This sale is a slightly irregular corner lot with steep topography but has a view to the east. This lot is .7 miles southwest of the subject.

SALES COMPARISON APPROACH (Cont.)

Location Map Comparable No. 2



Aerial Photo

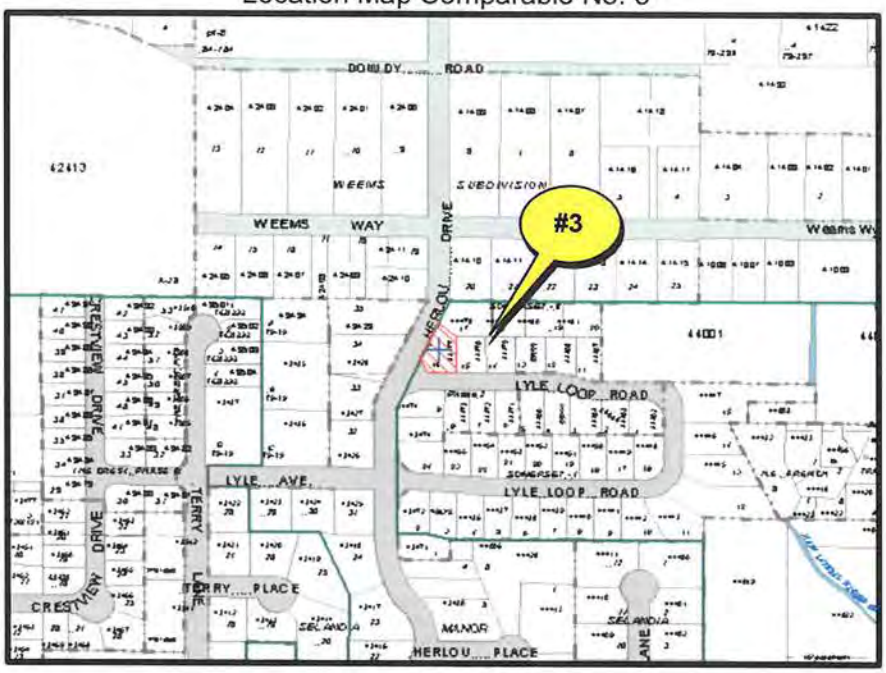
LAND SALE NO. 3

Location:	129 Lyle Loop Rd., Selah, WA 98942
Legal Description:	Parcel No. 181426-44477
Date:	07/11/18
Price:	$55,000
Grantor:	Zucker Sample Development LLC
Grantee:	Kendall Nass
Recording:	Excise Tax Affidavit No. E018867
Zone:	R-1, Single Family Residential
Acres:	0.20
Square Feet	8,712
Price Per S.F.	$6.31

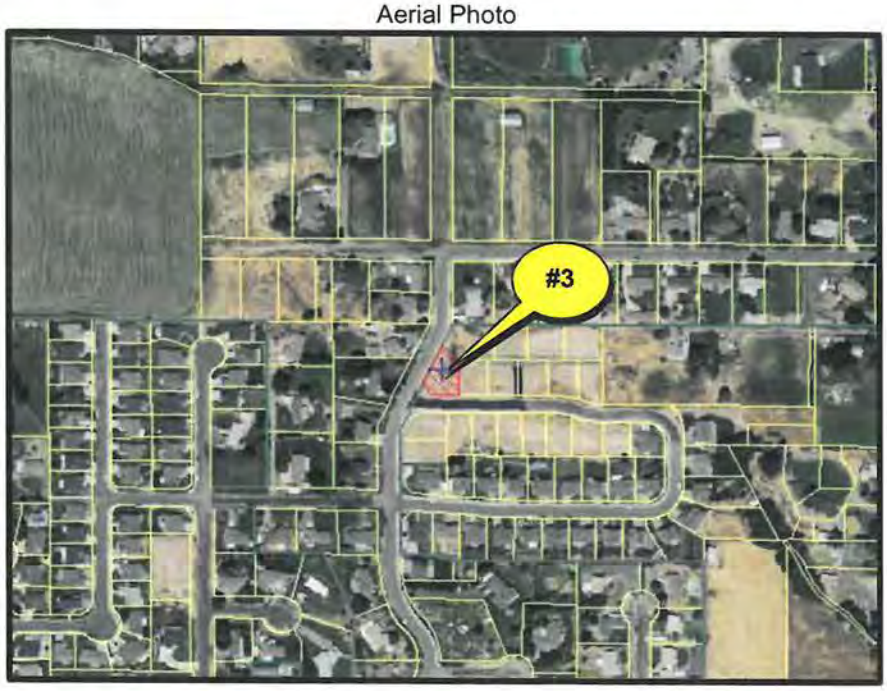
This land sale is an irregular corner lot located .7 mile northwest of the subject in a developing residential subdivision.

SALES COMPARISON APPROACH (Cont.)

Location Map Comparable No. 3



Aerial Photo



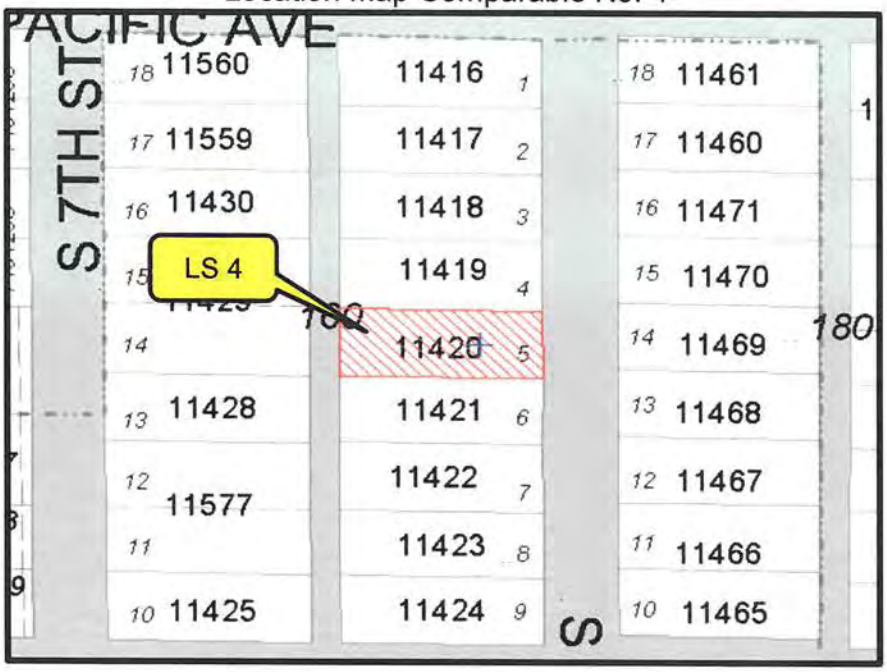
LAND SALE NO. 4

Location:	910 S. 8th St., Yakima, WA 98901
Legal Description:	Parcel No. 181317-11420
Date:	08/20/19
Price:	$38,000
Grantor:	Lilac City Renovations LLC
Grantee:	Pablo Lugo
Recording:	Excise Tax Affidavit No. E023374
Zone:	R-2, Two Family Residential
Acres:	0.15
Square Feet	6,534
Price S.F.:	$5.82

This land sale is an interior lot located in an older residential neighborhood in Yakima which is approximately 4.8 miles southeast of the subject. The location of this sale is considered inferior to the subject.

SALES COMPARISON APPROACH (Cont.)

Location Map Comparable No. 4



Aerial Photo

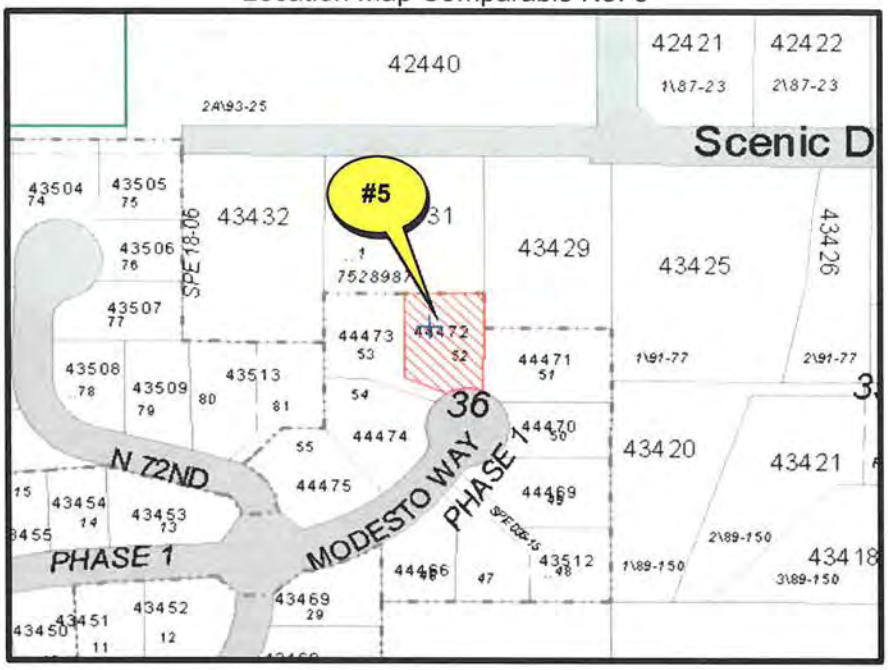
LAND SALE NO. 5

Location:	7103 Modesto Way, Yakima, WA 98908
Legal Description:	Parcel No. 181317-44472
Date:	07/11/19
Price:	$60,000
Grantor:	Baron Homes LLC
Grantee:	Brian Rafferty
Recording:	Excise Tax Affidavit No. E022867
Zone:	SR, Suburban Residential
Acres:	0.33
Square Feet	14,375
Price Per S.F.	$4.17

This land sale is located approximately 4.7 miles southwest in Yakima. This sale is located in a cul de sac in a developing residential subdivision and has very steep topography.

SALES COMPARISON APPROACH (Cont.)

Location Map Comparable No. 5



Aerial Photo

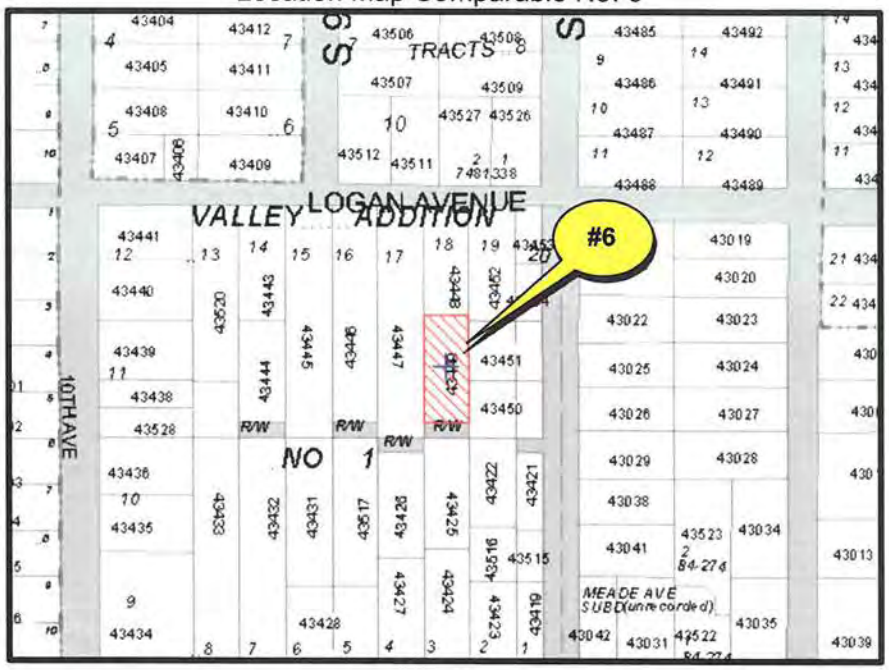
LAND SALE NO. 6

Location:	806 W. Logan, Yakima, WA 98902
Legal Description:	Parcel No. 181325-43449
Date:	06/27/19
Price:	$30,000
Grantor:	Tolman Commercial Properties LLC
Grantee:	Bill True
Recording:	Excise Tax Affidavit No. E022698
Zone:	R-2, Two Family Residential
Acres:	0.21
Square Feet	9,148
Price Per S.F.	$3.28

This land sale is an interior lot located in an older residential neighborhood in the south part of Yakima and has limited access. The location is considered inferior to the subject.

SALES COMPARISON APPROACH (Cont.)

Location Map Comparable No. 6



Aerial Photo

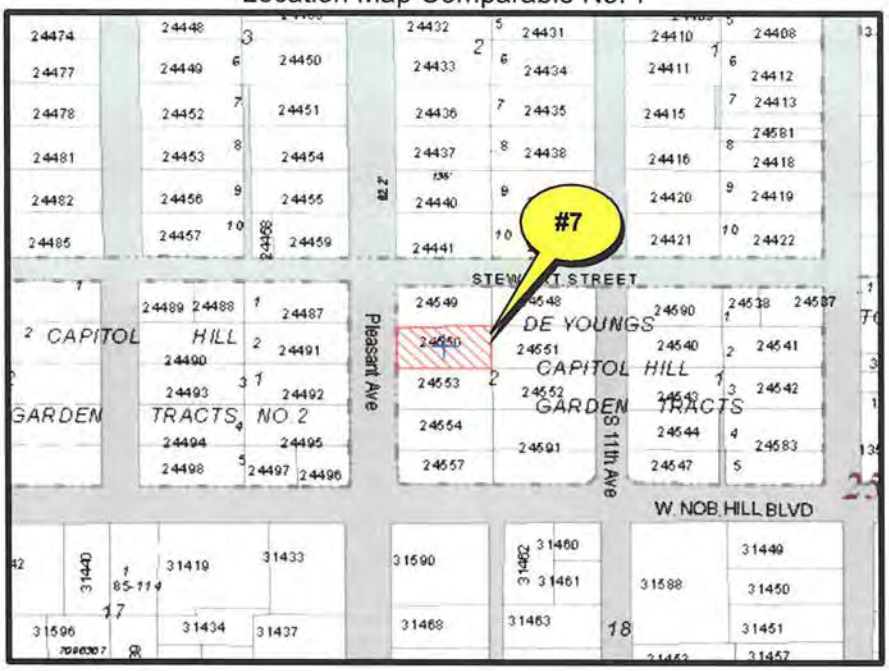
LAND SALE NO. 7

Location:	1013 S. Pleasant Ave., Yakima, WA 98902
Legal Description:	Parcel No. 181325-24550
Date:	04/29/19
Price:	$26,500
Grantor:	Patricia Berg Trust
Grantee:	Yakima Valley Partners
Recording:	Excise Tax Affidavit No. E021984
Zone:	R-1, Single Family Residential
Acres:	0.17
Square Feet	7,405
Price Per S.F.	$3.58

This land sale is a level, interior lot located in an older residential neighborhood in Yakima which is approximately 4.8 miles south of the subject. Although this lot is a buildable lot, the location is considered inferior to the subject.

SALES COMPARISON APPROACH (Cont.)

Location Map Comparable No. 7



Aerial Photo

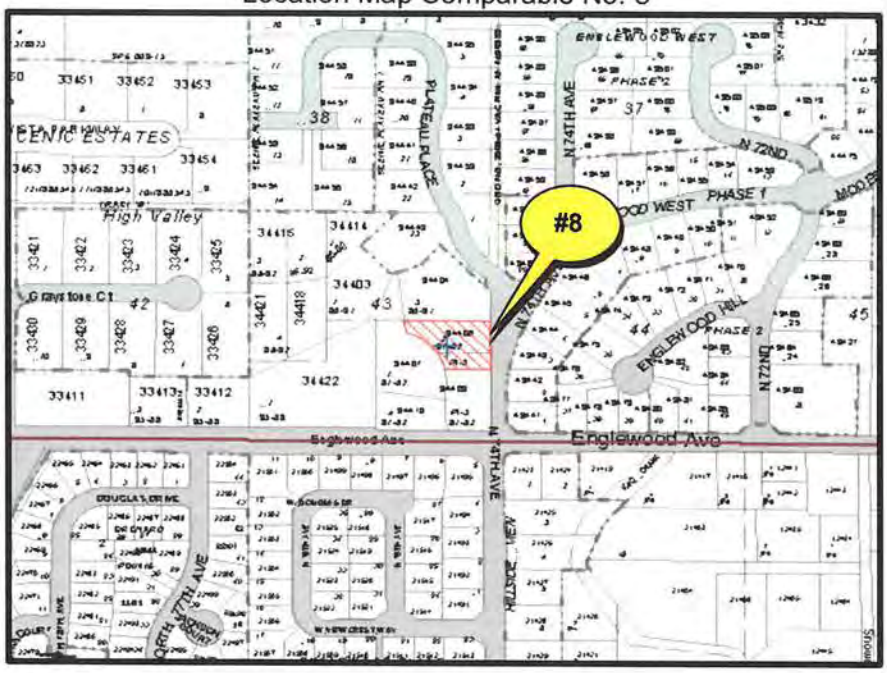
LAND SALE NO. 8

Location:	606 N. 74th Ave., Yakima, WA 98908 (Approximate address)
Legal Description:	Parcel No. 181317-34408
Date:	03/25/19
Price:	$85,000
Grantor:	Ronald Edwards Estate
Grantee:	Marisa Alvarez
Recording:	Excise Tax Affidavit No. E021653
Zone:	R-1, Single Family Residential
Acres:	0.55
Square Feet	23,958
Price Per S.F.	$3.55

This lot is an interior, irregular shaped lot with steep topography located approximately 5 miles southwest of the subject. The location of this lot is considered superior to the subject.

SALES COMPARISON APPROACH (Cont.)

Location Map Comparable No. 8



Aerial Photo

SALES COMPARISON APPROACH (Cont.)

TABULATION OF LAND SALES							
No.	**Location**	**Price**	**D.O.S.**	**Zoning**	**Ac.**	**S.F.**	**$/S.F.**
1	4 Alan Ct., Selah, WA	$52,000	12/13/19	R-1	0.27	11,761	$4.42
2	110 S. 10th St., Selah, WA	$65,000	06/10/19	R-1	0.30	13,068	$4.97
3	129 Lyle Loop, Selah, WA	$55,000	07/11/18	R-1	0.20	8,712	$6.31
4	910 S. 8th St., YKM	$38,000	08/20/19	R-2	0.15	6,534	$5.82
5	7103 Modesto Wy., YKM	$60,000	07/11/19	SR	0.33	14,375	$4.17
6	806 W. Logan Ave., YKM	$30,000	06/27/19	R-2	0.21	9,148	$3.28
7	1013 S. Pleasant Ave., YKM	$26,500	04/29/19	R-1	0.17	7,405	$3.58
8	606 N. 74th Ave., YKM	$85,000	03/25/19	R-1	0.55	23,958	$3.55

		Sale			**Sale**			**Sale**			**Sale**		
	Subject	**#1**			**#2**			**#3**			**#4**		
Price/sf				4.42			4.97			6.31			5.82
			%	Adjust.		%	Adjust.		%	Adjust.		%	Adjust.
Location	Ave	Ave+	-0.20	-0.88	Ave+	-0.20	-0.99	Ave+	-0.20	-1.26	Ave	0.00	0.00
Buildable	No	Yes	-0.25	-1.11	Yes	-0.25	-1.24	Yes	-0.25	-1.58	Yes	-0.25	-1.46
Topo	Level	Steep	0.20	0.88	Med	0.00	0.00			0.00			0.00
Indicated Value/s.f.				3.32			2.73			3.47			4.37

		Sale			**Sale**			**Sale**			**Sale**		
	Subject	**#5**			**#6**			**#7**			**#8**		
Price/sf				4.17			3.28			3.58			3.55
			%	Adjust.		%	Adjust.		%	Adjust.		%	Adjust.
Location	Ave	Ave+	-0.20	-0.83	Ave-	0.25	0.82	Ave-	0.25	0.90	Ave+	-0.20	-0.71
Buildable	No	Yes	-0.25	-1.04	Yes	-0.25	-0.82	Yes	-0.25	-0.90	Yes	-0.25	-0.89
Topo	Level	Steep	0.20	0.83	Level		0.00	Level		0.00	Steep	0.20	0.71
Indicated Value/s.f.				3.13			3.28			3.58			2.66

Average Adjusted Value	
	Adj.
Sale No.	Value
1	$3.32
2	$2.73
3	$3.47
4	$4.37
5	$3.13
6	$3.28
7	$3.58
8	$2.66
Average =	$3.32

SALES COMPARISON APPROACH (Cont.)

Due to the shape of the subject property, the feasibility of building a structure on the subject is highly unlikely. Therefore a 25 percent downward adjustment is applied to compensate for not being buildable.

The adjustment for steep topography is estimated at 20 percent.

As indicated, the overall adjusted indicators of value average $3.32 per square foot.

Since Sales No. 1 through No. 3 are located in Selah, it is felt that the value of the subject should fall between Sales No. 1 and No. 3. The concluded value of the subject is $3.30 per square foot.

The following is a breakdown of the indicated value of the bare land.

LAND VALUATION				
Square Feet		**Price/S.F.**		**Indicated Land Value**
8,952	x	$3.30	=	$29,542

Since the subject has asphalt paving, the depreciated value of the asphalt must be added to the indicated value of the bare land.

The following is the estimate of the depreciated value of the asphalt.

DEPRECIATED COST OF ASPHALT				
				Estimated
	S.F.		$/S.F.	Repl. Cost
Asphalt	8,952	x	$3.78	$33,839
	Depreciation			
Eff.	Remaining		Percent	
Age	Econ Life		Deprec.	
25.00	50.00		-0.50	-$16,919
	Depreciated Value			**$16,919**

OVERALL VALUATION		
Land Value	=	$29,542
Asphalt	=	$16,919
Total	=	$46,461

The final estimate of value is rounded to

$47,000

CERTIFICATE OF APPRAISAL

The undersigned does hereby certify as follows:

(A) I have inspected the property.

(B) I have no present or contemplated future interest in the real estate that is the subject of this appraisal report.

(C) I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.

(D) The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

(E) To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analysis, opinions and conclusions expressed herein are based, are true and correct.

(F) This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analysis, opinions and conclusions contained in this report.

(G) No one other than the undersigned prepared the analysis, conclusions and opinions concerning real estate that are set forth in this appraisal report.

(H) In accordance with the Competency Provision of the Uniform Standards of Professional Appraisal Practice, I have verified that my knowledge and experience is sufficient to allow me to competently complete this appraisal unless stated otherwise within this report.

(I) My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP). The Departure Provision of USPAP was not utilized in preparation of this report.

(J) I have not performed as an appraiser or in any other capacity, regarding the property that is the subject of this report within three years immediately preceding acceptance of this assignment.

(K) The real property, which is the subject of this appraisal report, is valued as of February 5, 2020.

Larry D. Davis

LARRY D. DAVIS
Certified General Real Estate Appraiser
CGREA #1100212

PROFESSIONAL QUALIFICATIONS

LARRY D. DAVIS
DAVIS APPRAISAL COMPANY
103 S. 10th Street
Selah, WA 98942
(509) 930-0007
email: larrydavis@charter.net
website: larrydavisappraisals.com

TAX I.D. No. 91-1528563

EDUCATION:	A.C. Davis High School, Yakima, WA	1958-1961
	Yakima Valley College, Yakima, WA	1961-1963
	University of Washington, Seattle, WA	1964-1966
	Central Washington University, Ellensburg, WA Bachelor of Arts Degree	1966-1967
LICENSE:	Certified General Real Estate Appraiser	#1100212

APPRAISAL COURSES COMPLETED

As of 12/23/19

American Institute of Real Estate Appraisers Courses:

Course 1-A Dallas, Texas	1977
Capitalization Theory & Techniques A & B Portland, Oregon	1987
Standards of Professional Practice Portland, Oregon	1988
Case Studies in R.E. Valuation Portland, Oregon	1988
Report Writing San Diego, California	1988
Standards of Professional Practice Appraisal Institute	1991
Appraising Complex Residential Properties Appraisal Institute	1992

Other Courses

Wealth Maximization Washington Association of Realtors	1993
Land Use & Planning Washington Association of Realtors	1993
ASB Information Seminar- USPAP Revisions	08/22/94
Overview of Evaluations/ Other Limited Scope Assignments	06/21/95
Income Capitalization Approach: Techniques & Applications Lee and Grant	12/17/95
Income Capitalization McKissock Data Systems Appraisal Schools	11/19/97
Intro to Environmental Considerations for the Appraiser McKissock Data Systems Appraisal Schools	11/20/97
Appraising 2-4 Family Residential Properties McKissock Data Systems Appraisal Schools	11/21/97
Uniform Standards of Professional Appraisals Washington Association of Realtors	11/18/99
Land Valuation, Depreciation, & Cost Approach to Value Lee & Grant Company	12/14/99
Real Estate Fraud & The Appraiser's Role McKissock Data Systems	10/22/01
The Appraiser as Expert Witness McKissock Data Systems	10/23/01
Vacant Land Appraisals McKissock Data Systems	10/24/01
Current Issues in Appraising McKissock Data Systems	10/25/01
Current Issues in Appraising McKissock Data Systems	08/27/02
Uniform Standards of Professional Appraisal Practice Mykut Real Estate Appraisal School	11/08/03
FHA Appraising Today McKissock Data Systems	11/15/03

Other Courses (Cont.)

Residential Construction McKissock Data Systems	11/16/03
National USPAP Update Equivalent McKissock Data Systems	08/06/04
Appraising High Value Residential Properties McKissock Data Systems	08/07/04
Limited Appraisals & Scope of Work Decision	08/09/04
National USPAP Update Equivalent McKissock Data Systems	12/02/05
Liability Management for Residential Appraisers Appraisal Institute	11/02/07
The Truth About Mold MyKut Appraisal School of Washington	12/06/07
Real Estate Finance Today MyKut Appraisal School of Washington	12/07/07
2006 National USAP Update MyKut Appraisal School of Washington	12/08/07
Appraiser Independence Regulations Acheson Appraisal Classes	03/06/09
FNMA 1004 MC Acheson Appraisal Classes	03/06/09
2008 National USPAP Update MyKut Appraisal School of Washington	12/12/09
Red Flags Property Inspection Guide MyKut Appraisal School of Washington	12/18/09
Environmental Issues in Your Real estate Practice MyKut Appraisal School of Washington	12/22/09
The New Appraisal Era International Academy of Professional Careers	02/03/11
2011 National USAP Update International Academy of Professional Careers	02/04/11

Other Courses (Cont.)

Intro to Appraisal Communication International Academy of Professional Careers	02/04/11
Understanding the Uniform Appraisal Dataset McKissock Data Systems	08/26/11
REO and Short Sale Appraisal Guidelines McKissock Data Systems	8/26/11
Uniform Standards of Appraisal Practice Appraisal University	12/16/13
Site Analysis and Valuation Appraisal University	12/19/13
Foreclosure Basics for Appraisers Mykut Real Estate Appraisal School of WA	12/27/13
Appraising Manufactured Homes Mykut Real Estate Appraisal School of WA	12/23/13
Developing Compliant Reports Using Total a la mode, inc.	12/07/15
Mobile Appraiser Workflow a la mode, inc.	12/08/15
USPAP Update Mykut Real Estate Appraisal School of WA	12/21/15
URAR Form Review Career Web School Washington	12/24/15
Persistent Appraisal Errors Appraisal Institute	11/01/17
Determining Appraisal Adjustments Appraisal Institute	11/02/17
Uniform Standards of Appraisal Practice Appraisal Institute	11/30/17
Advanced Land Valuation: Solutions to Perplexing Problems Appraisal Institute	12/01/17
National USPAP Update Hagar Institute	10/27/18

Other Courses (Cont.)

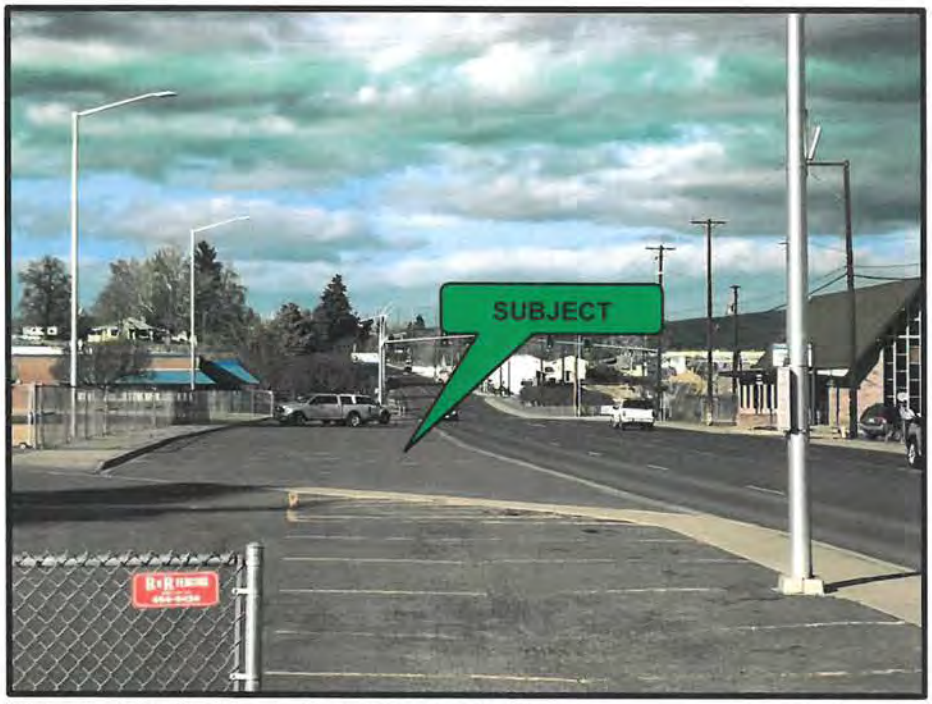
Finding Comparables Hagar Institute	05/23/19
Mortgages, Appraisers, and Foreclosures The Columbia Institute	12/21/19
Green in Residences and Appraisals The Columbia Institute	12/23/19

Client List

First Interstate Bank of Oregon
Washington Mutual Savings Bank
American West Bank, Sunnyside, WA
Yakima National Bank
Pioneer Bank
Federal National Mortgage Association
Yakima School District, Yakima, WA
U. S. Bank of Washington
Key Bank of Washington
West One Bank
Seafirst Bank
Yakima Federal Savings and Loan
Yakima Valley Bank
Central Valley Bank
Home Lending Associates, Inc.
Washington State Employees Credit Union
Yakima Postal Credit Union
Catholic Credit Union
First Federal Savings, Walla Walla, WA
Old Stone Mortgage Company, Walla Walla, WA
Inland Empire Bank of Hermiston, OR
Federal Deposit Insurance Corporation
Pacific Northwest Bell
St. Anthony Hospital, Pendleton, OR
Good Shepherd Hospital, Hermiston, OR
City of Pendleton, Oregon
Port of Umatilla
Pacific Relocation Services, Portland, OR
Homequity Relocation Company
Home Purchase Corporation
Equitable Relocation Company
Merrill Lynch Relocation Company
Better Homes & Gardens Relocation
Tom Stratton- Attorney, Seattle, WA
Wade Gano- Attorney, Yakima, WA
Kevin Kirkevold- Attorney, Yakima, WA
Peters & Fowler- Attorneys, Yakima, WA
Michele Hallman- Attorney, Pendleton, OR
Robert Collins Jr.- Attorney, Pendleton, OR
Michael Collins- Attorney, Pendleton, OR
Dennis Hachler- Attorney, Pendleton, OR
Alex Byler- Attorney, Pendleton, OR
Joel Devore- Attorney, Pendleton, OR
Joel Wilson- Attorney, Portland, OR
United Pacific Insurance Company, Portland, OR
United States Fidelity & Guarantee Company
Household Finance
Wheatland Bank
Solarity Credit Union
GESA Credit Union
Grange Insurance Company

ADDENDA

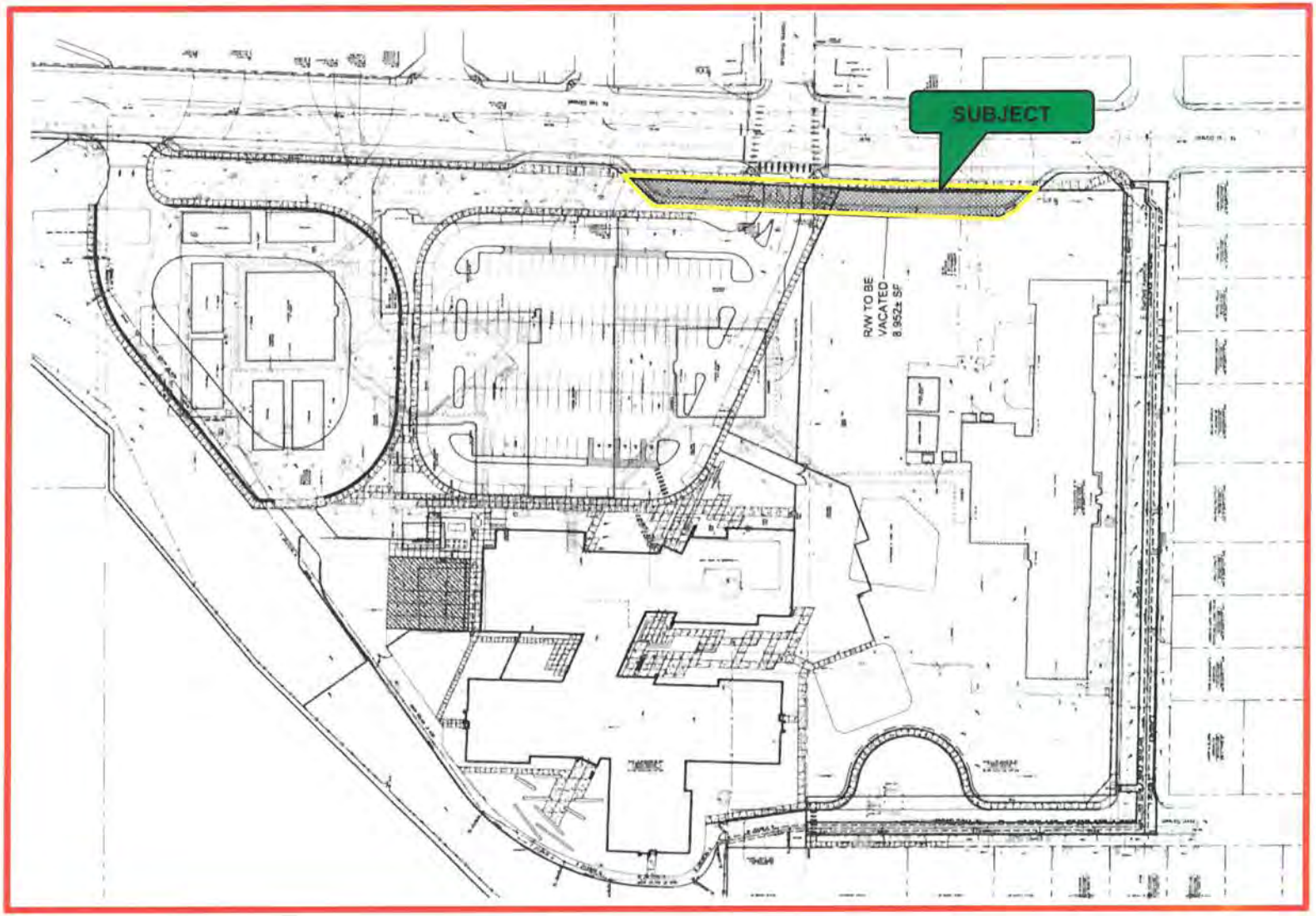
Photographs of Subject



View of subject looking to the north along N. 1st Street.

View of subject looking to the south along N. 1st Street.

Surveyor Diagram of Right of Way



Aerial Photo

CITY OF SELAH

Planning Department

222 South Rushmore Road
Selah, Washington 98942

Phone 509 698-7365
Fax 509 698-7372

NOTICE OF PETITION AND HEARING

DATE: July 15, 2020

TO: Petitioner and Adjoining Property Owners

FROM: Jeff Peters, Community Development Supervisor

SUBJECT: Notice of Petition and Application for the Vacation of a Portion of N. 1st Street. (City File Numbers: Petition No. 2020-001 & ROWV-2020-001)

LOCATION: North First Street right-of-way lying north of West Bartlett Avenue in front of the John Campbell School (on street bus parking).

NOTICE OF PETITION

On July 7, 2020, the Selah School District submitted a Right-of-Way Vacation application and petition to the City of Selah requesting vacation of a portion of the North First Street right-of-way lying north of West Bartlett Ave. for the purpose of eliminating the existing on street school bus and vehicle parking in front of the John Campbell School. The parking is to be replaced with public sidewalk and landscaping in collaboration with the reconstruction of the existing school. The file containing the complete application is available for public review are available during regular business hours at the Planning Department at 222 South Rushmore Road, Selah, Washington 98942. The staff report will be available approximately one week before the hearing. Contact the Planning Department with project, procedural or environmental questions.

NOTICE OF PUBLIC HEARING

This request requires that the City Council hold an open record public hearing in accordance with the Revised Code of Washington, RCW 35.79. The public hearing on the proposed right-of-way vacation will be conducted in the Council Chambers, City Hall Bldg., 115 W. Naches Ave., Selah, Washington on August 11, 2020, at 5:30 p.m., or as soon thereafter as practical.

All parties who wish to testify in support or against the right-of-way vacation are encouraged to attend. All written comments received before the day of the hearing will be considered.

If you have any question on this proposal, please call Jeff Peters, Community Development Supervisor at (509) 698-7367.

EXHIBIT
3a

YAKIMA HERALD-REPUBLIC
WE TELL YOUR STORIES YAKIMAHERALD.COM

El Sol de Yakima

Affidavit of Publication

STATE OF WASHINGTON,)
)
COUNTY OF YAKIMA)

Lisa Dripps, being first duly sworn on oath deposes and says that she/he is the Accounting clerk of Yakima Herald-Republic, Inc., a daily newspaper. Said newspaper is a legal newspaper approved by the Superior Court of the State of Washington for Yakima County under an order made and entered on the 13th day of February, 1968, and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continually as a daily newspaper in Yakima, Yakima County, Washington. Said newspaper is now and has been during all of said time printed in an office maintained at the aforesaid place of publication of said newspaper.

That the annexed is a true copy of a:
NOTICE OF PETITION AND HEARING DATE:

it was published in regular issues (and not in supplement form) of said newspaper once each day and for a period of 1 times, the first insertion being on 07/15/2020 and the last insertion being on 07/15/2020

Yakima Herald-Republic 07/15/20
YakimaHerald.com 07/15/20

and the such newspaper was regularly distributed to its subscribers during all of the said period. That the full amount of the fee charged for the foregoing publication is the sum of $138.00

Lisa Dripps

Accounting Clerk

Sworn to before me this 15 day of, July 2020

R. Rene Connatser

Notary Public in and for the
State of Washington,
residing at Yakima

R. RENE CONNATSER
APPOINTMENT EXPIRES AUGUST 15, 2023
NOTARY PUBLIC
Commission # 181153
STATE OF WASHINGTON

EXHIBIT
3b

NOTICE OF PETITION AND HEARING

DATE: July 15, 2020
TO: Petitioner and Adjoining Property Owners
FROM: Jeff Peters, Community Development Supervisor
SUBJECT: Notice of Petition and Application for the Vacation of a Portion of N. 1st Street. (City File Numbers: Petition No. 2020-001 & ROWV-2020-001)
LOCATION: North First Street right-of-way lying north of West Bartlett Avenue in front of the John Campbell School (on street bus parking).
NOTICE OF PETITION: On July 7, 2020, the Selah School District submitted a Right-of-Way Vacation application and petition to the City of Selah requesting vacation of a portion of the North First Street right-of-way lying north of West Bartlett Ave. for the purpose of eliminating the existing on street school bus and vehicle parking in front of the John Campbell School. The parking is to be replaced with public sidewalk and landscaping in collaboration with the reconstruction of the existing school. The file containing the complete application is available for public review are available during regular business hours at the Planning Department at 222 South Rushmore Road, Selah, Washington 98942. The staff report will be available approximately one week before the hearing. Contact the Planning Department with project, procedural or environmental questions.:**NOTICE OF PUBLIC HEARING:** This request requires that the City Council hold an open record public hearing in accordance with the Revised Code of Washington, RCW 35.79. The public hearing on the proposed right-of-way vacation will be conducted in the Council Chambers, City Hall Bldg., 115 W. Naches Ave., Selah, Washington on August 11, 2020, at 5:30 p.m., or as soon thereafter as practical. All parties who wish to testify in support or against the right-of-way vacation are encouraged to attend. All written comments received before the day of the hearing will be considered. If you have any question on this proposal, please call Jeff Peters, Community Development Supervisor at (509) 698-7367.

(951648) July 15, 2020

Courtesy of Yakima Herald-Republic

CITY OF SELAH
AFFIDAVIT OF MAILING

STATE OF WASHINGTON
COUNTY OF YAKIMA

I, Brandy Tucker, being first duly sworn on oath dispose and says:

I am an employee of the City of Selah, 222 South Rushmore Road, Selah, Washington; that I did on the 15 day of July, 2020 caused to be mailed, 80 envelopes, containing a true and correct copy of the Notice of Petition & Hearing. Said envelopes mailed from Selah, WA. with the correct first class postage and addressed to the persons having made written or verbal comment regarding these files.

A listing of the persons to whom notice has been mailed is contained in file ROW V-2020-001.

Signed

STATE OF WASHINGTON
COUNTY OF YAKIMA

On this day personally appeared before me Brandy Tucker to me known to be the individual referenced herein and who caused to be mailed File ROW V-2020-001

Given under my hand and official seal this 15th day of July 2020.

Signed

Notary Public in and for the State of Washington, residing at Yakima, WA. My term expires June 1, 2021.

CAPRISE GROO
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 1, 2021

EXHIBIT
3C

JESSE L & NOELLE C JAMES
409 N 4TH ST
SELAH, WA 98942

JESSE ROMERO
204 HILLVIEW AVE
SELAH, WA 98942

YAKIMA CO FIRE DISTRICT NO 2
206 W FREMONT AVE
SELAH, WA 98942

WILLIAM B LEVON
304 N 3RD ST
SELAH, WA 98942

GUSTAVO SUAREZ
109 W FREMONT AVE
SELAH, WA 98942

KENNETH W PENDLETON
2620 N WENAS RD
SELAH, WA 98942

MATTHEW P & CARLA L SAVAGE
80 W GUINAN LN
SELAH, WA 98942

RENE & MARGARITA MENDOZA
208 W BARTLETT AVE
SELAH, WA 98942

MICHELE REDTFELDT
PO BOX 814
SELAH, WA 98942

KRISHAUNA SIMPSON
108 W BARTLETT AVE
SELAH, WA 98942

JERRY F & SHAROL L THOMPSON
3391 SPEYERS RD
SELAH, WA 98942

PENNY L & D DOUG PARISH
202 HILLVIEW AVE
SELAH, WA 98942

BALD EAGLE INVESTORS LLC
410 S 1ST ST
SELAH, WA 98942

ANDRES & JILLIAN D GARCIA
308 N 3RD ST
SELAH, WA 98942

LISA M PARKER
201 W FREMONT
SELAH, WA 98942

MATTHEW P & CARLA L SAVAGE
80 W GUINAN LN
SELAH, WA 98942

BRIAN S SWEETWOOD
207 N 3RD ST
SELAH, WA 98942

THOMAS REVOCABLE LIVING TRUST
206 W BARTLETT AVE
SELAH, WA 98942

SALLY M GRALFS
204 W BARTLETT
SELAH, WA 98942

MICHAEL L WELLS
106 W BARTLETT AVE
SELAH, WA 98942

SELAH SCHOOL # 119
105 W BARTLETT AVE
SELAH, WA 98942

HOWIE FAMILY TRUST
403 N 4TH ST
SELAH, WA 98942

CELIA DAVIS
3701 GUN CLUB RD # 30
YAKIMA, WA 98901

TERRA M STOKES
1032 GIBSON RD
SELAH, WA 98942

ROBERT BRIGHTWELL
203A FREMONT AVE
SELAH, WA 98942

WILLIAM J SEEFRIED
203 N 3RD ST
SELAH, WA 98942

LARRY M & GLORIA GONZALES
209 N 3RD ST
SELAH, WA 98942

SALLY M GRALFS
402 WESTRIDGE RD
SELAH, WA 98942

SELAH CHURCH OF NAZARENE
PO BOX 297
SELAH, WA 98942

ERIC N HUTT
104 W BARTLETT AVE
SELAH, WA 98942

SONIA ARRIAGA
102 W BARTLETT AVE
SELAH, WA 98942

RANDY & SHELLEY STEVENSON
310 N 3RD ST
SELAH, WA 98942

JOSEPH MORFORD
117 E HOME AVE
SELAH, WA 98942

THOMAS & SHERIE CRHA
3008 65TH AVE SW
SEATTLE, WA 98116

DANETTE SCHROEDER
116 E HOME ST
SELAH, WA 98942

LAURVICK FAMILY HOLDING TRUST
121 JOHNSON RD
SELAH, WA 98942

GEORGE A & ERIKA JAHR
160 RANCHETT LN
SELAH, WA 98942

ALITA WILSON
408 N 4TH ST
SELAH, WA 98942

MICAELA FERNANDEZ
115 E BARTLETT AVE
SELAH, WA 98942

IGNACIO & CHRISTINE LEPE
121 E BARTLETT AVE
SELAH, WA 98942

CARL L & CANDI R TORKELSON
PO BOX 292
SELAH, WA 98942

O JEAN OWENS REVO LIVING TRUST
1602 SPEYERS RD
SELAH, WA 98942

ALEXANDER HERNANDEZ
119 E HOME AVE
SELAH, WA 98942

BRAD L & VIRGINIA DUNBAR
120 E HOME AVE
SELAH, WA 98942

COURTNEY J & TAYLER B WELLS
114 E HOME AVE
SELAH, WA 98942

CHRISTOPHER M CAVANAUGH
106 E HOME AVE
SELAH, WA 98942

CRAIG STORSETH
402 WESTRIDGE RD
SELAH, WA 98942

ELISABETH J BRITTON
111 E BARTLETT AVE
SELAH, WA 98942

JAMES W & ELIZABETH A MCCORMICK
10056 MIERAS RD
YAKIMA, WA 98901

PAK KEI & KAR HING HO LEE
103 N 1ST ST STE A
SELAH, WA 98942

KEITH V & PATRICIA M CLARK
PO BOX 711
DALLAS, TX 75221

PANIAN FAMILY TRUST
115 E HOME AVE
SELAH, WA 98942

MARIA L OCHOA
121 E HOME AVE
SELAH, WA 98942

DENISE HACKETT
118 E HOME AVE
SELAH, WA 98942

TROY & DANIELLE R LAURVICK
181 WESTRIDGE RD
SELAH, WA 98942

GORDON D & RACHEL J EASTMAN
101 E BARTLETT AVE
SELAH, WA 98942

TAMI M RANSOM
107 E BARTLETT AVE
SELAH, WA 98942

DONDI WILTSE
113 E BARTLETT AVE
SELAH, WA 98942

MATIAS & TERESA ZAMORA
PO BOX 51
SELAH, WA 98942

NICHOLAS B DAY
1824 PICKENS LOOP
YAKIMA, WA 98908

VITALINA A BARAJAS
112 E FREMONT AVE
SELAH, WA 98942

ABEL FERNANDO
115 E FREMONT AVE
SELAH, WA 98942

ANGELA L ALFARO
310 ARCHIE RD
SELAH, WA 98942

ANGELA KORST
118 E BARTLETT AVE
SELAH, WA 98942

GREGORY A HARDIES
112 E BARTLETT AVE
SELAH, WA 98942

DENNIS & MARJORIE A HAHN
106 E BARTLETT AVE
SELAH, WA 98942

JOSEPH HERSCHEL BOATRIGHT
116 E FREMONT AVE
SELAH, WA 98942

KIMBERLY & DONALD WANGLER
PO BOX 112
SELAH, WA 98942

AIMEE D DAWSON
122 E BARTLETT AVE
SELAH, WA 98942

DAVID IBARRA
PO BOX 1344
ZILLAH, WA 98953

JILLIAN GARZA
110 E BARTLETT AVE
SELAH, WA 98942

MELLISSA ANN KOHLER & LONNIE CRISP
104 E BARTLETT AVE
SELAH, WA 98942

EHLERS FAMILY LIVING TRUST
214 HILLVIEW AVE
SELAH, WA 98942

ANDRES & LETICIA FLORES
113 E FREMONT AVE
SELAH, WA 98942

CHRISTINA CASTRO
121 E FREMONT AVE
SELAH, WA 98942

BILL R & BRENDA EKERS
120 E BARTLETT AVE
SELAH, WA 98942

JOSE LUIS & JESUS VALENCIA
114 E BARTLETT AVE
SELAH, WA 98942

STEVEN & PAULA EMIL
2940 NACHES WENAS RD
SELAH, WA 98942

ETHAN RIES
102 E BARTLETT AVE
SELAH, WA 98942

CITY OF SELAH
Planning Department
222 South Rushmore Road
Selah, Washington 98942

Phone 509 698-7365
Fax 509 698-7372

NOTICE OF PETITION AND HEARING CHANGE OF VENUE

DATE: July 25, 2020

TO: Petitioner and Adjoining Property Owners

FROM: Jeff Peters, Community Development Supervisor

SUBJECT: Notice of Petition and Application for the Vacation of a Portion of N. 1st Street. (City File Numbers: Petition No. 2020-001 & ROWV-2020-001)

LOCATION: North First Street right-of-way lying north of West Bartlett Avenue in front of the John Campbell School (on street bus parking).

NOTICE OF PETITION: On July 7, 2020, the Selah School District submitted a Right-of-Way Vacation application and petition to the City of Selah requesting vacation of a portion of the North First Street right-of-way lying north of West Bartlett Ave. for the purpose of eliminating the existing on street school bus and vehicle parking in front of the John Campbell School. The parking is to be replaced with public sidewalk and landscaping in collaboration with the reconstruction of the existing school. The file containing the complete application is available for public review are available during regular business hours at the Planning Department at 222 South Rushmore Road, Selah, Washington 98942. The staff report will be available approximately one week before the hearing. Contact the Planning Department with project, procedural or environmental questions.:

NOTICE OF PUBLIC HEARING CHANGE OF VENUE: This request requires that the City Council hold an open record public hearing in accordance with the Revised Code of Washington, RCW 35.79. The public hearing on the proposed right-of-way vacation that was originally scheduled in the Council Chambers, City Hall Bldg., 115 W. Naches Ave., Selah, Washington on August 11, 2020, at 5:30 p.m., **has been moved to Zoom by electronic or telephonic means. Procedures for attendance of this closed record public hearing will be provided on the City of Selah's website along with the city council agenda at: https://selahwa.gov/council/agenda-minutes/.** All written comments received before the day of the hearing will be considered. If you have any question on this proposal, please call Jeff Peters, Community Development Supervisor at (509) 698-7367.

EXHIBIT
3d

YAKIMA HERALD-REPUBLIC
WE TELL YOUR STORIES YAKIMAHERALD.COM

El Sol de Yakima

Affidavit of Publication

STATE OF WASHINGTON,)
)
COUNTY OF YAKIMA)

Jackie Chapman, being first duly sworn on oath deposes and says that she/he is the Accounting clerk of Yakima Herald-Republic, Inc., a daily newspaper. Said newspaper is a legal newspaper approved by the Superior Court of the State of Washington for Yakima County under an order made and entered on the 13th day of February, 1968, and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continually as a daily newspaper in Yakima, Yakima County, Washington. Said newspaper is now and has been during all of said time printed in an office maintained at the aforesaid place of publication of said newspaper.

That the annexed is a true copy of a:
NOTICE OF PETITION AND HEARING CHANG

it was published in regular issues (and not in supplement form) of said newspaper once each day and for a period of 1 times, the first insertion being on 07/25/2020 and the last insertion being on 07/25/2020

Yakima Herald-Republic 07/25/20

and the such newspaper was regularly distributed to its subscribers during all of the said period. That the full amount of the fee charged for the foregoing publication is the sum of $162.80

Jackie Chapman
Accounting Clerk

LISA M DRIPPS
NOTARY
My Comm. Expires
April 05, 2021
PUBLIC
STATE OF WASHINGTON

Sworn to before me this 27th day of, July 2020

Lisa M. Dripps
Notary Public in and for the
State of Washington,
residing at Yakima

EXHIBIT
3e

NOTICE OF PETITION AND HEARING CHANGE OF VENUE

DATE: July 25, 2020
TO: Petitioner and Adjoining Property Owners
FROM: Jeff Peters, Community Development Supervisor
SUBJECT: Notice of Petition and Application for the Vacation of a Portion of N. 1st Street. (City File Numbers: Petition No. 2020-001 & ROWV-2020-001)
LOCATION: North First Street right-of-way lying north of West Bartlett Avenue in front of the John Campbell School (on street bus parking).
NOTICE OF PETITION: On July 7, 2020, the Selah School District submitted a Right-of-Way Vacation application and petition to the City of Selah requesting vacation of a portion of the North First Street right-of-way lying north of West Bartlett Ave. for the purpose of eliminating the existing on street school bus and vehicle parking in front of the John Campbell School. The parking is to be replaced with public sidewalk and landscaping in collaboration with the reconstruction of the existing school. The file containing the complete application is available for public review are available during regular business hours at the Planning Department at 222 South Rushmore Road, Selah, Washington 98942. The staff report will be available approximately one week before the hearing. Contact the Planning Department with project, procedural or environmental questions.: **NOTICE OF PUBLIC HEARING CHANGE OF VENUE:** This request requires that the City Council hold an open record public hearing in accordance with the Revised Code of Washington, RCW 35.79. The public hearing on the proposed right-of-way vacation that was originally scheduled in the Council Chambers, City Hall Bldg., 115 W. Naches Ave., Selah, Washington on August 11, 2020, at 5:30 p.m., **has been moved to Zoom by electronic or telephonic means. Procedures for attendance of this closed record public hearing will be provided on the City of Selah's website along with the city council agenda at: https://selahwa.gov/council/agenda-minutes/**. All written comments received before the day of the hearing will be considered. If you have any question on this proposal, please call Jeff Peters, Community Development Supervisor at (509) 698-7367.

(953065) July 25, 2020

Courtesy of Yakima Herald-Republic

DECLARATION OF POSTING

Applicant # ROW V-2020-001

Project Name: Vacation of portion of N 1st St

- ☐ CONDITIONAL USE PERMIT
- ☐ NONCONFORMING USE PERMIT
- ☐ ADMINISTRATIVE USE PERMIT
- ☐ FOREST PRACTICE CONVERSION OPTION HARVEST PLAN (COHP)
- ☐ BINDING SITE PLAN
- ☐ SHORT PLAT
- ☐ LARGE LOT
- ☐ SHORT PLAT / LARGE LOT ALTERATION
- ☐ WETLAND PERMIT
- ☐ REZONE
- ☐ SITE PLAN REVIEW (SPR)
- ☒ RIGHT of WAY VACATION
- ☐ ADMINISTRATIVE VARIANCE
- ☐ SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT
- ☐ SHORELINE NONCONFORMING USE PERMIT
- ☐ SHORELINE CONDITIONAL USE PERMIT SHORELINE VARIANCE
- ☐ PRELIMINARY PLAT
- ☐ MAJOR AMENDMENT
- ☐ MINOR AMENDMENT
- ☐ FORMAL PLAT ALTERATION
- ☐ PLANNED DEVELOPMENT DISTRICT
- ☐ PUBLIC FACILITY PERMIT
- ☐ WETLAND OR FISH & WILDLIFE VARIANCE
- ☐ WETLAND OR FISH & WILDLIFE REASONABLE USE EXCEPTION REQUEST FOR REMOVAL OF DEVELOPMENT MORATORIUM

NAME OF APPLICANT: **Selah School District.**

I, Frank Reno, on behalf of Selah School District, state that on the 15th day of July, 2020, I posted a sign relating to the RIght of Way Vacation Application #ROW V-2020-001 at the site in a location that complies with the City of Selah requirements:

(Description where sign is located)

North First Street right-of-way lying north of West Bartlett Avenue in front of the John Campbell School (on street bus parking)

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

Signed on 7/15, 2020, at Selah, WA

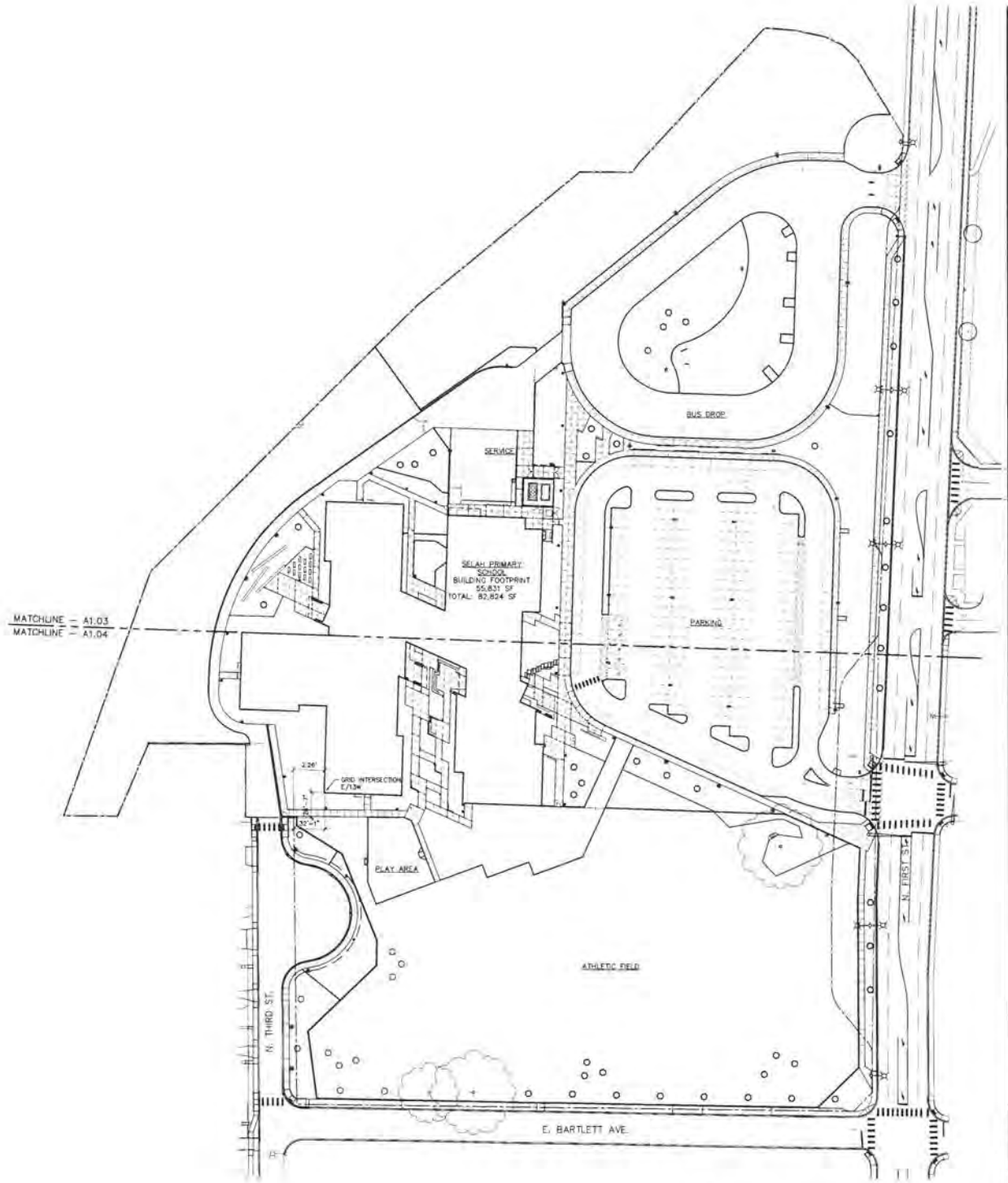
Date City State

Signature Brandy Lea Tucker

Print Name

EXHIBIT

4a



SITE PLAN
Scale: 1" = 50'-0"

REVISIONS

CONSTRUCTION DOCUMENTS

REGISTERED ARCHITECT
STATE OF WASHINGTON

SELAH SCHOOL DISTRICT NO.119

JOHN CAMPBELL PRIMARY SCHOOL

NAC ARCHITECTURE
nacarchitecture.com

111-18046
XXX
XXX
5-8-2020

SITE PLAN

A1.02

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Council Meeting	Action Item
8/11/2020	N – 1

Title: Resolution Authorizing the Mayor to Sign a Coronavirus Relief Funds Interagency Agreement with the Washington State Department of Commerce

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approve Resolution.

Fiscal Impact: $ 238,950

Funding Source: An Indirect Federal Grant From the US Dept of the Treasury thru the WA State Dept of Commerce

Background / Findings & Facts: The City has been awarded Coronavirus Relief funds due to the public health emergency declared in March 2020.

Recommended Motion: I move to approve a Resolution authorizing the Mayor to sign a Coronavirus Relief funds interagency agreement.

Resolution No. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CORONAVIRUS RELIEF FUNDS INTERAGENCY AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and can easily spread from person to person; and,

WHEREAS, under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Federal funds are made available to local governments in Washington State via the Washington State Department of Commerce; and,

WHEREAS, the City of Selah had been awarded a percentage of CARES Act funds in the amount of $238,950.00; and,

WHEREAS, the City of Selah desires to enter into an Interagency Agreement with the Washington State Department of Commerce for said funds; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH:

That the Mayor be authorized to sign an Interagency Agreement with the Washington State Department of Commerce for CARES Act funds in the amount of $238,950.00.

ADOPTED BY THE CITY COUNCIL at a regular meeting, signed, and approved this 11th day of August 2020.

_____
Sherry Raymond, Mayor

ATTEST:

_____
Dale Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

_____
D. R. (Rob) Case, City Attorney

Washington State Department of Commerce

Interagency Agreement with

City of Selah

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

TABLE OF CONTENTS

Special Terms and Conditions

1. Authority....1
2. Acknowledgement of Federal Funding....1
3. Contract Management....1
4. Compensation....1
5. Expenses....1
6. Indirect Costs....1
7. Billing Procedures and Payment....1
8. Audit....2
9. Debarment....3
10. Laws....3
11. Order of Precedence....4

General Terms and Conditions

1. Definitions....5
2. All Writings Contained Herein....5
3. Amendments....5
4. Assignment....5
5. Confidentiality and Safeguarding of Information....5
6. Copyright....6
7. Disputes....6
8. Governing Law and Venue....6
9. Indemnification....7
10. Licensing, Accreditation and Registration....7
11. Recapture....7
12. Records Maintenance....7
13. Savings....7
14. Severability....7
15. Subcontracting....7
16. Survival....8
17. Termination for Cause....8
18. Termination for Convenience....8
19. Termination Procedures....8
20. Waiver....9

Attachment A, Scope of Work....10
Attachment B, Budget & Invoicing....12
Attachment C, A-19 Certification....13
Attachment D, A-19 Activity Report....15

FACE SHEET

Contract Number: 20-6541C-316

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments

1. Contractor	**2. Contractor Doing Business As (optional)**
City of Selah 115 W. Naches Ave Selah, Washington 98942-1303	
3. Contractor Representative	**4. COMMERCE Representative**
Donald Wayman City Administrator (509) 698-7333 donald.wayman@selahwa.gov	Janet Eaton Project Manager (360) 725-3166 Fax 360-586-5880 janet.eaton@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$238,950.00	Federal: **X** State: Other: N/A:	March 1, 2020	October 31, 2020

9. Federal Funds (as applicable)	**Federal Agency:**	**CFDA Number:**	**Indirect Rate (if applicable):**
$238,950.00	US Dept. of the Treasury	21.019	10.00%

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
XXXXXXXXXXXXXX	SWV0007717-00	999999999	130035280

14. Contract Purpose

To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.

15. Signing Statement

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report

FOR CONTRACTOR	**FOR COMMERCE**
Sherry Raymond, Mayor	Mark K. Barkley, Assistant Director, Local Government Division
Date	Date
	APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. **APPROVAL ON FILE.**

SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

> "This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

A. Contractor, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.

C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Department of Commerce.

C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); AND**

2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs <u>not</u> accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR

2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

<u>Allowable expenditures include, but are not limited to</u>:

1. Medical expenses such as:
   a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
   b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
   c. Costs of providing COVID-19 testing, including serological testing.
   d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
   e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

2. Public health expenses such as:

a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
e. Expenses for public safety measures undertaken in response to COVID-19.
f. Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
   a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
   b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
   c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
   d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
   e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
   f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
   a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
   b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
   c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.

Washington State Department of Commerce

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.

2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.

3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.

4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
   a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
   b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
   c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.

5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury[1] and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:
1 – Guidance available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf (4/30/2020)

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.

7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

_____
Printed Name

_____
Title

_____
Signature

_____
Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

1 **REPORT PERIOD** - *Enter* the report period into **Cell D1** of the A-19 Activity Report.
   - **a** This should match the report period entered on the corresponding A-19.
   - **b** Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.

2 **COLUMN E** - *Enter* the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.

3 **COLUMN F** - *Enter* the total amount being requested in the current reimbursement request for each applicable sub-category.

4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:

   - **a** Providing a brief description of the specific activities performed.
   - **b** Identifying specific populations served.
   - **c** Identifying specific programs created or utilized.
   - **d** Including any known or intended outcomes, results, or community impacts.

5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
   - **a** *Enter* a **Title** for other expenses added within the appropriate budget category.
   - **b** *Enter* titles into **Cells**: **D10**, **D19**, **D27**, **D36**, and **D41**.
   - **c** There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.

6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
   - **a** *Enter* a **Title** for these "other" expenses within budget category 6.
   - **b** *Enter* titles into **Cells D44 - D48**.
   - **c** There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	$ -	$ -	$ -	
B. Temporary public medical facilities & increased capacity	$ -	$ -	$ -	
C. COVID-19 testing, including serological testing	$ -	$ -	$ -	
D. Emergency medical response expenses	$ -	$ -	$ -	
E. Telemedicine capabilities	$ -	$ -	$ -	
F. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	$ -	$ -	$ -	
B. Medical and protective supplies, including sanitation and PPE	$ -	$ -	$ -	
C. Disinfecting public areas and other facilities	$ -	$ -	$ -	
D. Technical assistance on COVID-19 threat mitigation	$ -	$ -	$ -	
E. Public safety measures undertaken	$ -	$ -	$ -	
F. Quarantining individuals	$ -	$ -	$ -	
G. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	$ -	$ -	$ -	
B. Public Health	$ -	$ -	$ -	
C. Health Care	$ -	$ -	$ -	
D. Human Services	$ -	$ -	$ -	
E. Economic Development	$ -	$ -	$ -	
F. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	$ -	$ -	$ -	
B. Distance learning tied to school closings	$ -	$ -	$ -	
C. Telework capabilities of public employees	$ -	$ -	$ -	
D. Paid sick and paid family and medical leave to public employee	$ -	$ -	$ -	
E. COVID-19-related expenses in county jails	$ -	$ -	$ -	
F. Care and mitigation services for homeless populations	$ -	$ -	$ -	
G. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	$ -	$ -	$ -	
B. Payroll Support Programs	$ -	$ -	$ -	
C. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
6 Other COVID-19 Expenses				
A. Other:	$ -	$ -	$ -	
B. Other:	$ -	$ -	$ -	
C. Other:	$ -	$ -	$ -	
D. Other:	$ -	$ -	$ -	
E. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
TOTAL:	**$ -**	**$ -**	**$ -**	

CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY

Council Meeting	Action Item
8/11/2020	O – 1

Title: Ordinance vacating a portion of North 1st Street right-of-way lying north of West Bartlett Avenue requested by the Selah School District.

From: Jeff Peters: Community Development Supervisor

Action Requested: Approval

Staff Recommendation: Approval of the attached ordinance.

Fiscal Impact: +$47,000 must be dedicated to the city streets fund per RCW 35.79.

Funding Source: N/A

Background / Findings & Facts: On July 7, 2020, the Selah School District submitted a Right-of-Way Vacation application and petition requesting vacation of a portion of the North 1st Street right-of-way lying north of West Bartlett Ave. for the purpose of eliminating the existing on street school bus and vehicle parking in front of the John Campbell School. The parking is to be replaced with public sidewalk and landscaping in collaboration with the reconstruction of the existing school.

Recommended Motion: I move that the City approve the vacation ordinance for a portion of North 1st Street as legally described in 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:
7/14/2020	Resolution establishing the date of the public hearing for the right-of-way vacation and Petition 2020-001.

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF N. 1st STREET RIGHT-OF-WAY LYING NORTH OF WEST BARTLETT AVE.

Whereas, the Selah School District #119 petitioned the vacation of a portion of N. 1st St. right-of-way lying north of W. Bartlett Ave., and,

Whereas, the City provided notice of the public hearing scheduled for August 11th 2020, in accordance with statute to receive testimony pertaining to the proposed vacation; and,

Whereas, the public hearing was held August 11th 2020, to receive testimony pertaining to the proposed vacation; and,

Whereas, receiving no testimony the City Council determines said right-of-way to be a non-essential right-of-way and it would be in the best interests of the public and the City of Selah to vacate the right-of-way in accordance with RCW 35.79;

Now therefore, the City Council of the City of Selah, Washington, does ordain as follows:

> The City of Selah, a municipal corporation of the State of Washington, having considered a petition requesting the vacation of a portion of a right-of-way at a public hearing; and having determined that the vacation is in the public interest does hereby vacate a portion of N. 1st St. right-of-way lying north of W. Bartlett Ave., and further orders that the vacated right-of-way be merged with contiguous properties lying to the north of the vacated right-of-way and the vacated right-of-way be zoned Single-Family Residential (R-1) similar to the contiguous property into which the vacated right-of-way is to be merged.
>
> The right-of-way being vacated is that portion of N. 1st St. and described as follows:
>
> That portion of the right-of-way for North First Street lying within the east half of Section 35, Township 14 North, Range 18 East, W.M. lying westerly of the following described line:
> Commencing at the East Quarter Corner of said Section 35;
> Thence North 00°08'43" West along the East line thereof 177.34 feet;
> Thence South 89°51'17" West 62.92 feet to a point on the west right of way line of said North First Street and the Point of Beginning of said line;
> Thence South 2°36'50" West 250.23 feet;
> Thence South 0°06'47" East 139.64 feet to a point on the West right-of-way line of said North First Street and the terminus of said line.
>
> Situate in Yakima County, Washington.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 11th day of August, 2020.

_____
Sherry Raymond, Mayor

ATTEST:

_____
Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

_____
Rob Case, City Attorney

ORDINANCE NO._____