

WASHINGTON STATE BOUNDARY REVIEW BOARD FOR YAKIMA COUNTY

128 North Second Street
Fourth Floor Courthouse
Yakima, Washington 98901

(509) 574-2300 • FAX (509) 574-2301

Date: July 31, 2025

TO: Boundary Review Board Members, Corporate Counsel, Board of Yakima County Commissioners, Assessor, Treasurer, Elections Division, Sheriff's Office, Public Services (Director, Planning, Building & Fire Safety, Code Enforcement, Environmental Services, Water Resources, GIS), County Roads, Parks and Trails, Yakima Valley Libraries, Yakima Valley Conference of Governments, North Yakima Conservation District, Town of Naches, Naches School District, Yakima County Fire District #3 – ATTN: Kelli Mansfield, WSDOT South Central Region, and Washington State DNR Southeast Region, Bureau of Indian Affairs, and Yakama Nation.

FROM: Aaron M. Cohen
Chief Clerk - Boundary Review Board

SUBJ: **File No.: BRB2025-00003 Town of Naches Fire District Annexation**

Enclosed is the Notice of Intention packet that proposes the annexation into the Yakima County Fire District #3 of approximately **550** acres having an assessed valuation of \$194,533,083. The annexation is known as the **“Town of Naches Fire District Annexation.”**

The 45-day review period for this proposed annexation expires **September 15, 2025.**

Any governmental unit affected by this proposed annexation may compel the Board's review of this proposal by filing a request for review with the Chief Clerk by the expiration date in accordance with RCW 36.93.100(2). Certain registered voters and property owners may compel review in accordance with RCW 36.93.100(3) and (4).

Enclosure: Notice of Intention

Yakima County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding Yakima County's Title VI Program, you may contact the Title VI Coordinator at 509-574-2300.

If this letter pertains to a meeting and you need special accommodations, please call us at 509-574-2300 by 10:00 a.m. three days prior to the meeting. For TDD users, please use the State's toll free relay service 1-800-833-6388 and ask the operator to dial 509-574-2300.

WASHINGTON STATE BOUNDARY REVIEW BOARD FOR YAKIMA COUNTY

NOTICE OF INTENTION

for office use only:

BRB FILE # 2025-00003

1. Name of City, Town or special purpose district: Yakima County Fire District #3
2. Action Sought: Annexation
 Formation of a Special Purpose District
 Incorporation
 Other Boundary Change
 Merger/Consolidation of Special Purpose District
 Dissolution of Special Purpose District
 Water or Sewer Extension _____ Size of Water Line _____ Sewer Line _____
3. This proposal shall be known as: Town of Naches Fire District Annexation
4. Driving directions to location of proposed action: Town of Naches, approximately 12 miles west of Yakima, on Hwy 12
5. Briefly describe proposal: Annexing the Town of Naches into Fire District #3
6. Method used to initiate the proposed action: Petition Election X Resolution
7. State statute under which action is sought: 52.04.061 – 52.04.131

FACTORS THE BOARD MUST CONSIDER

POPULATION AND LAND USE:

1. Provide the following information:

POPULATION OF PROPOSED AREA			POPULATION OF EXISTING ENTITY	
	EXISTING	10-YEAR PROJECTION	EXISTING	10-YEAR PROJECTION
People	1,084	1,409	2,000	2,500
Residences	448	582	Unk	Unk
Businesses	Unk	Unk	Unk	Unk

2. What source is the basis for this projection information? Town information came from Draft report for LRN2021-00001/SEP2021-00010 Info for Fire District came from Yakima GIS, best estimates from past history
3. Acres within the proposed area 550 Acres within existing entity 30 sq miles
4. Assessed valuation of proposed area \$ 194,533,038 of existing entity \$ 337,387,445
5. Existing land use of the proposed area General Business, Light Industrial, Public, Single and Multi-family Residential

6. Existing land use of the area surrounding the proposal: _____ residential, commercial, agricultural, open/non-developed _____

7. Are all surrounding & interior roads included in the annexation? Yes No
If no, why not? _____

8. Is there new residential, commercial, or industrial development that is associated with this proposal? NO
If yes, describe any projects being considered or proposed: _____

9. If the proposal is approved, will there be land use changes within the next 18 months?
o Land Use _____ NO _____
o Zoning _____ NO _____
o Comprehensive Plan _____ NO _____

10. Has the proposed area been the subject of land use action by Yakima County? No _____
If so, please explain _____

11. a. Yakima County Comprehensive Plan designation for the proposed area: _____ all within Town limits of Naches _____
b. For surrounding areas: _____ Agricultural Resource, Forest Resource, Rural Transitional, Rural Self-sufficient, Rural Remote, Urban Residential, _____
c. Yakima County Zoning for the proposed area: _____ General Business, Light Industrial, Public, Single and Multi-family Residential _____
d. For surrounding areas: _____ Rural Settlement, Rural Transitional, Remote/Extremely Limited, Rural 10/5, Agriculture, Forest Watershed, Single-Family Residential _____

12. Is this proposal consistent with the coordinated water system plan, if any? Yes No n/a

13. Does your jurisdiction have an adopted comprehensive plan? NO _____ Date Adopted: _____

14. Describe how this proposal is consistent with the adopted comprehensive plan: _____

a. Proposed city zoning upon annexation: _____ no changes _____

15. Has any portion of this area been previously reviewed by the Boundary Review Board? YES _____
Explain _____ annexation of property from District into Town, proposed change in Urban Growth Area, annexation of Naches RV Resort into Fire District _____

16. Describe the following as required by RCW 36.93.170 and the effects on land use, accessibility and potential development:
a. Topography: _____ Rolling hills _____ No effects _____
b. Natural Boundaries: _____ cliffs, river _____ No effects _____
c. Drainage Basins: _____ Naches River _____ No Effects _____

17. Is the proposed area within the Urban Growth Area for your municipality? Yes _____

MUNICIPAL SERVICES

1. What services will be provided in the proposed area?

	EXISTING PROVIDER	PROPOSED PROVIDER	TIME FRAME for SERVICES	HOW FINANCED
Water	Town of Naches	Town of Naches		No change
Sewer	Town of Naches	Town of Naches		No change
Fire	Fire District 3 via agreement	Fire District 3		Property taxes
Stormwater	Town of Naches	Town of Naches		No change
Roads	Town of Naches	Town of Naches		No change
Parks	Park Dist	Park Dist		No change
Police	YSO	YSO		No change
School	Naches School Dist	Naches School Dist		No change
Library	YVRL	YVRL		No change

2. Does your jurisdiction have a current Capital Facilities Plan? NO
Does it consider the proposed area? _____

3. Describe the effect your jurisdiction's ordinances, governmental codes, regulations and resolutions will have on existing uses in the proposed area: The people of the Town will be able to vote on Fire District issues and also run for Fire Commissioner positions

4. Describe the probable future needs for services and additional regulatory controls in the area? NONE

5. Describe the probable effects of the proposal on the cost and adequacy of services and regulatory controls:

- In the proposed area? The Town of Naches will continue to receive Fire/EMS services from Fire District #3, and will be taxed at the same property tax rate as the current fire district residents, this may result in an increase in total taxes paid by the citizens of Naches
- In the adjacent area? No change in services/costs for current District residents

6. Estimate the following to be incurred under the proposal:

- Proponent Expenditures to be incurred: \$ 2,500
- Proponent Revenues to be gained: \$ 200,000/yr
- County Revenue Lost: \$ 0
- County Expenditure Reduction: \$ 0
- Fire District Revenue Lost: \$ 0
- Fire District Expenditure Reduction: \$ 0

g. Financial Impact to Special Districts (library, parks, hospital): \$ none

7. What is the future impact of your proposal on the school district? none

ENVIRONMENTAL INFORMATION

1. Is there an existing environmental review pertinent or related to this proposal? Yes No
If No, answer questions 2 through 5.
2. Expected impact of any proposed development to adjacent roads and highways: NONE
3. Expected impact of any proposed development on air quality: NONE
4. Does the area under consideration contain "critical areas"? (floodplain, wetland, steep slope wildlife habitat area, etc.): floodplain, wetland
5. Please describe any potential adverse impacts that could occur upon development:
no development planned

OBJECTIVES OF THE BOUNDARY REVIEW BOARD

Describe fully which objectives of RCW 36.93.180 this proposal meets and which objectives this proposal does not meet. Please give your reasons for each of the objectives chosen:

1. Preservation of natural neighborhoods and communities: n/a
2. Use of physical boundaries, including but not limited to bodies of water, highways, and land contours: n/a
3. Creation and preservation of logical service areas: no change
4. Prevention of abnormally irregular boundaries: no change

5. Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand (10,000) population in heavily populated urban areas: _____ N/A _____

6. Dissolution of inactive special purpose districts: _____ N/A _____

7. Adjustment of impractical boundaries: _____ N/A _____

8. Incorporation as cities or towns or annexation to cities and towns of unincorporated areas which are urban in character: _____ N/A _____

9. Protection of agricultural and rural lands which are designated for long term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority: _____ N/A _____

EXHIBITS

See attached **Notice of Intention Filing Instructions** for explanation of Exhibits A, B, C, D, E, and F. Applicable Exhibits must accompany the Notice of Intention document.

I certify that the above is true and accurate, and that I am an official or employee of the governmental jurisdiction seeking boundary change action or the proponent for the incorporation or formation.

Dated this 15 day of July, 2025.

Kelli's Managerial

Signature

Kelli Mansfield
Name of person completing this form

Fire District Secretary

Title

509-945-2989 OR 509-653-2380
Phone Number

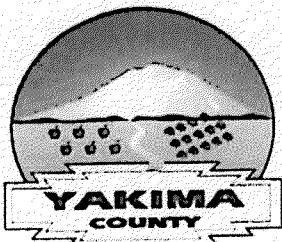
Phone Number

Fax Number *519-885-1777*

PO Box 24 Naches, WA 98937
Mailing Address

Names and Addresses of other persons who should receive correspondence from the BRB in regard to this Notice:

Town of Naches, PO Box 95, Naches, WA 98937



Yakima County Roads

Matt Pietrusiewicz P.E. - County Engineer

128 North Second Street • Fourth Floor Courthouse • Yakima, Washington 98901
(509) 574-2300 • 1-800-572-7354 • FAX (509) 574-2301 • www.co.yakima.wa.us

June 2nd, 2025

Naches Fire Department
Attn: Kelli Mansfield
P.O. Box 24
Naches, WA 98937

RE: Legal Description Certification -- Town of Naches annexation into Fire District #3

Mr. Mansfield,

In response to your request to review and certify the legal description given for the boundaries for the Town of Naches, the provided documents have been reviewed and hereby certified to be true and accurate for the purpose of the annexation known as the "Town of Naches Fire District Annexations". The exhibits are re-attached herein for ease and clarity.

If any further assistance is needed, please feel free contact us at 509-574-2300.

Sincerely,



Matt Pietrusiewicz, P.E.
Yakima County Engineer
Yakima County Roads

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A

Town of Naches
Fire District Annexation
HLA Project #23001G

Those portions of Section 3, 4, 10 and 11 of Township 14 North, Range 17 East, W.M. and that portion of South half Section 33, Township 15 North, Range 17 East, W.M., described as follows:

Beginning at the intersection of the East line of said Section 4 and the North Bank of the Naches River; Thence North along said East line to the Easterly extension of the South line of Lot 2, RIVERSIDE ADDITION, according to the official plat thereof, recorded in Volume "F" of Plats, Page 25, records of Yakima County, Washington;

Thence Westerly along said Easterly extension and the South line of said Lot 2 to the Southwest corner of said Lot 2;

Thence North along the West line of Lot 1 and said Lot 2 of said Plat to the South line of the Northeast quarter of the Southeast quarter of said Section 4;

Thence West along said South line to the Southeast corner of Lot 4 of that Short Plat recorded in Book 93 of Short Plats, Page 60, records of Yakima County, Washington;

Thence West along the South line of Lot 3 and said Lot 4 of said Short Plat to the Southwest corner of said Lot 3;

Thence North along the West line of said Lot 3 to a point that is 1114 feet South of the North line of the Southeast quarter of said Section 4, as measured perpendicular to the North line thereof;

Thence West parallel to said North line to a point that is 950 feet East of the West line of said Southeast quarter, as measured perpendicular to the West line thereof;

Thence South parallel to said West line to the Northerly bank of the Naches River;

Thence Northwesterly along said Northerly bank to a point that is 660 feet East of the West line of said Southeast quarter, as measured perpendicular to the West line thereof;

Thence North parallel with said West line to the Southerly right of way line of U.S. Highway 12;

Thence Southeasterly along said right of way line to the East line of the Northwest quarter of said Southeast quarter of Section 4;

Thence North along said East line to the Northerly right of way line of said Highway;

Thence Northwesterly along said Northerly right of way line to the west line of that Parcel 'B' described per that Statutory Warranty Deed recorded under Auditor's File Number 7593364, record of Yakima County, Washington;

Thence Northerly, Westerly and Northerly along said West line of said Parcel 'B' to the Northwest corner of said Parcel 'B';

Thence Northwesterly along the Northwesterly extension of the Northerly line of said Parcel 'B' to the Westerly right of way line of Jennings Lane;

Thence Northeasterly along said right of way line to the North line of the Northwest quarter of the Southeast quarter of said Section 4;

Thence Easterly and Southeasterly along said right of way line to the East line of said Northwest quarter of the Southeast quarter;

Thence North along said East line to the Southeast corner of the Southwest quarter of the Northeast quarter of said Sec. 4;

Thence North along the East line of said Southwest quarter of the Northeast quarter to the Northerly right of way line of the Burlington Northern Sante Fe Railroad (now abandoned);

Thence Northwesterly along said right of way line to the West line of the Northeast quarter of said Section 4;

Thence North along said West line to the Northwest corner of said Northeast quarter, which is also the same as the Southwest corner of the Southeast quarter of Section 33, Township 15 North, Range 17 East, W.M.;

Thence North along the West line of the Southeast quarter of said Section 33 to the Southerly right of way line of the Wapatox Canal;

Thence Easterly along said right of way line to the East line of that property shown on that Record of Survey recorded in Book 61 of Surveys, Page 98, records of Yakima County, Washington;

Thence South along said East line to the North line of said Section 4;

Thence East along said North line to the West line of that property shown on that Record of Survey recorded in Book 50 of Surveys, Page 52, records of Yakima County, Washington;

Thence South along said West line to the Northerly right of way line of Old Naches Highway;

Thence East along said right of way line to the Westerly right of way line of Simmons Road;

Thence North along said right of way line to the North line of said Section 4;

Thence East along said North line to the Southerly right of way line of said Wapatox Canal;

Thence Southeasterly along said canal right of way to the Westerly right of way line of the Pacific Power Canal;

Thence South along said right of way line to the Northeast corner of that property shown on that Record of Survey recorded in Book 42 of Surveys, Page 22, records of Yakima County, Washington;

Thence West along the North line thereof to the Northwest corner of said property;

Thence South along the West line thereof to the Southwest corner of said property;

Thence East along the South line thereof and its Easterly extension to the East right of way line of said Pacific Power Canal;

Thence South along said right of way line to the North line of Parcel 'B' as shown on that Record of Survey recorded in Book 19 of Surveys, Page 23, records of Yakima County, State of Washington;

Thence East along the North line thereof to the Northeast corner of said Parcel 'B'.

Thence South along the East line thereof to the Northline of that property shown on that Record of Survey recorded under Auditor's File Number 8146198, records of Yakima County, Washington;

Thence Southeasterly along the Northline thereof to the Northeast corner of said property;

Thence South along the East line thereof to the North line of Parcel 'C' as shown on that Record of Survey recorded in Book 19 of Surveys, Page 23, records of Yakima County, Washington;

Thence East and Southeast along the North line thereof to the Northeast corner of said Parcel 'C'.

Thence South along the East line thereof to a point that is 354.9 feet North of the South line of the East half of the Southwest quarter of the Northwest quarter of said Section 3;

Thence East and parallel with said South line to a point that is 175 feet East of the West line of said East half of the Southwest quarter of the Northwest quarter;

Thence South parallel with the West line thereof to a point that is 108.9 feet North of the South line of said subdivision as measured perpendicular thereto;

Thence East parallel with said South line 25 feet;

Thence South parallel with the West line thereof to the South line of said subdivision;

Thence East along said South line to the Northerly right of way line of Old Naches Highway;

Thence Southeasterly to the intersection of the Southerly right of way line of said Old Naches Highway and the Easterly right of way line of Shafer Avenue;

Thence Easterly along the Southerly right of way line of said Old Naches Highway to the East line of that property described in Auditor's File Number 7714562, records of Yakima County, Washington;

Thence South along the East line of said property to the Kelly Lowery Ditch;

Thence Southeasterly along said ditch to the Northwest corner of the Naches Cemetery;

Thence Southerly along the Westerly boundary thereof to the Southwesterly corner thereof;

Thence Easterly along the Southerly line of said cemetery to the West right of way line of Kel Lowry Road;

Thence South along said right of way to the Westerly extension of the North line of that property described in Auditor's File Number 7278532, records of Yakima County, Washington;

Thence East along said Westerly extension and the North line thereof to the Northeast corner of said property;

Thence South along the East line thereof to the Kelly Lowery Ditch;

Thence Southeasterly along said ditch to the North line of the Southwest quarter of the Southeast quarter of said Section 3;

Thence West along said North line to the Northwest corner of said Southwest quarter of the Southeast quarter;

Thence West along the North line of the Southeast quarter of the Southwest quarter of said Section 3 to a point that is 628 feet East of the West line of said Southeast quarter of the Southwest quarter;

Thence South $0^{\circ}49'45''$ East parallel with said West line 494.09 feet;

Thence North $41^{\circ}22'08''$ East 76.74 feet;

Thence North $86^{\circ}22'08''$ East 127.30 feet;

Thence South $48^{\circ}37'52''$ East 75.00 feet;

Thence North $41^{\circ}22'08''$ East 99.01 feet;

Thence South $59^{\circ}24'52''$ East 344.40 feet;

Thence North $87^{\circ}55'08''$ East 128.70 feet;

Thence South $43^{\circ}16'52''$ East 241.00 feet;

Thence South $22^{\circ}28'10''$ East 592.33 feet to the North line of said Section 10;

Thence East along said North line to the Kelly Lowery Ditch;

Thence Southeasterly along said ditch to the East line of said Section 10;

Thence South along said East line to the Westerly right of way line of Allan Road;

Thence Easterly at a right angle to said Westerly right of way line to the Easterly right of way line of said Allan Road;

Thence South along said Easterly right of way line to the Southerly line of Lot 1 of that Short Plat recorded under Auditor's File Number 7526953, records of Yakima County, Washington;

Thence Easterly along said Southerly line to the Southeast corner of said Lot 1;

Thence North along the East line thereof to the North line of Lot 2 of said Short Plat;

Thence Easterly along said Northerly line to the Northeast corner of said Lot 2;

Thence South along the East line thereof the South line of Parcel "A" shown on that Record of Survey recorded in Book 49 of Surveys, Page 76, records of Yakima County, Washington;

Thence East along said South line to the Northwest corner of that property shown on Record of Survey recorded under Auditor's File Number 7676900, records of Yakima County, Washington;

Thence South along the West line thereof to the Southwest corner thereof;

Thence East along the South line thereof to the Kelly Lowery Ditch;

Thence Northwesterly along said ditch to the North line of the Southeast quarter of the Northwest quarter of said Section 11;

Thence East along said North line to the North/South centerline of said Section 11;

Thence South along said centerline to the Northeasterly line of Lot 1 of that Short Plat recorded under Auditor's File Number 7457609, records of Yakima County, Washington;

Thence Northwesterly along said Northeasterly line to the most Northerly corner thereof;

Thence Southwesterly along the Northwesterly line thereof to the most Westerly corner thereof;

Thence Southeasterly along the Southwesterly line thereof the most Southerly corner thereof;

Thence Northeasterly along the Southeasterly line thereof to the North/South centerline of said Section 11;

Thence South along said centerline to the North line of Lot 1 of that Short Plat recorded under Auditor's File Number 7630331, records of Yakima County, Washington;

Thence West along said North line to the East line of Parcel "B" as shown on that Record of Survey recorded under Auditor's File Number 7280616, records of Yakima County, Washington;

Thence North along said East line to the Northeast corner thereof;

Thence West along the North line thereof to the Northwest corner thereof;

Thence Southerly along the Westerly line thereof to the North line of CHAPPELL'S PLAT according to the official plat thereof, recorded in Volume 'M' of Plats, Page 50, records of Yakima County, Washington;

Thence West along the North line of said plat to the Northeasterly right of way line of the Burlington Northern Sante Fe Railroad (now abandoned);

Thence Northwesterly along said right of way line to the Northeasterly extension of the Easterly line of that property described in Auditor's File Number 7108063, records of Yakima County, Washington;

Thence Southwesterly along said Northeasterly extension and the Easterly line thereof to the most Southerly corner of said property;

Thence Northwesterly along the Southerly line thereof to the East line of said Section 10;

Thence South along said East line to the thread of the Naches River;

Thence Northwesterly along said thread to the West line of the Southeast quarter of the Northeast quarter of said Section 10;

Thence North along said West line to the Southwesterly right of way line of U.S. Highway 12;

Thence Northwesterly along said right of way line to the North line of said Section 10;

Thence West along said North line to the North bank of said Naches River;

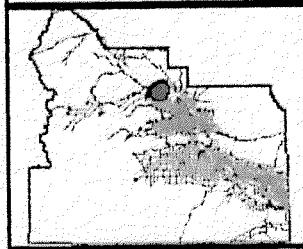
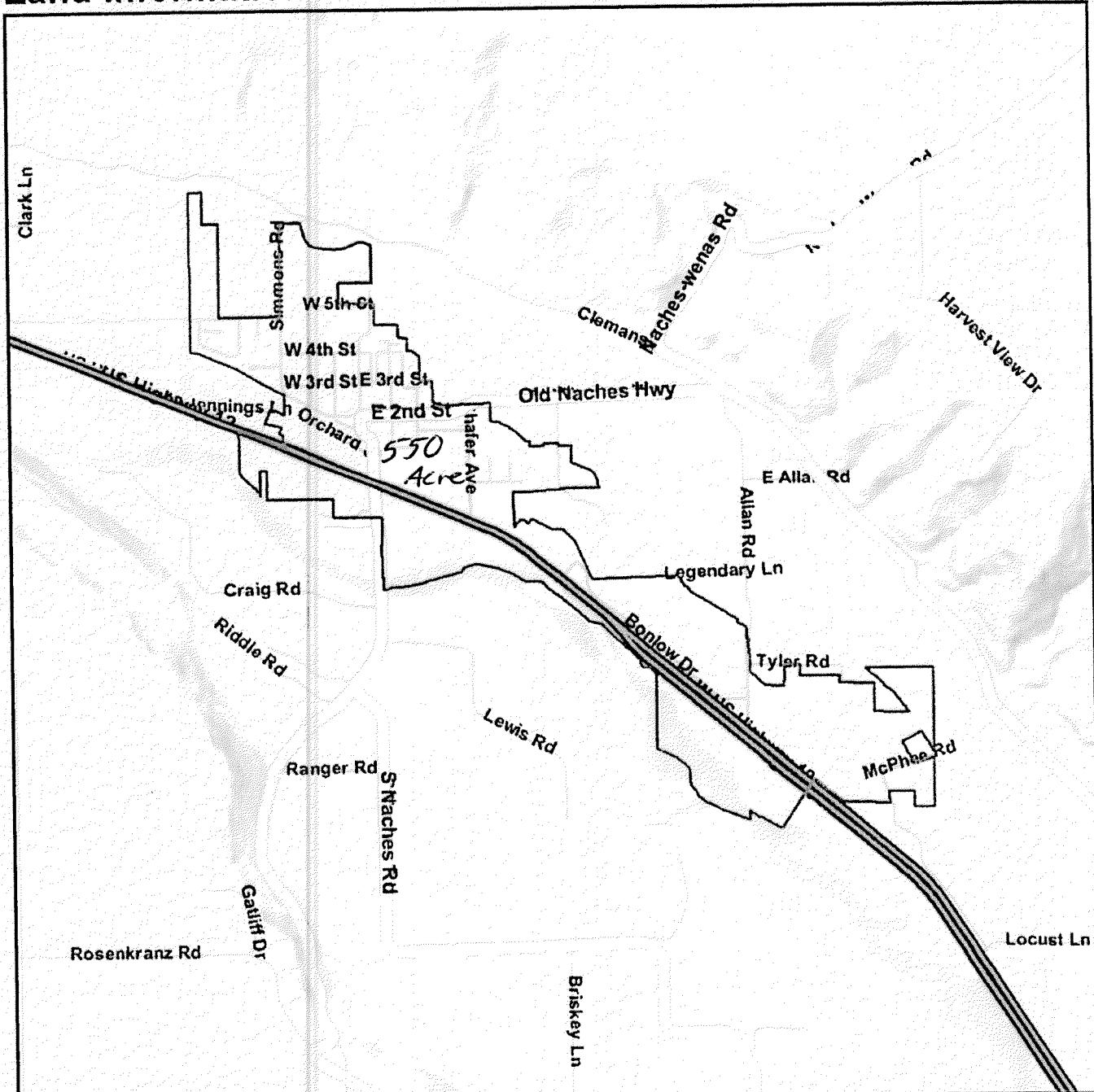
Thence Westerly along said North bank to the Point of Beginning;

Yakima County GIS - Washington
Land Information Portal

[\[Print Map\]](#)
[\[Close Map\]](#)

Yakimap.com

B



City Limits
 Sections

WWW.YAKIMAP.COM

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



Mapscale: 1in = 2271ft

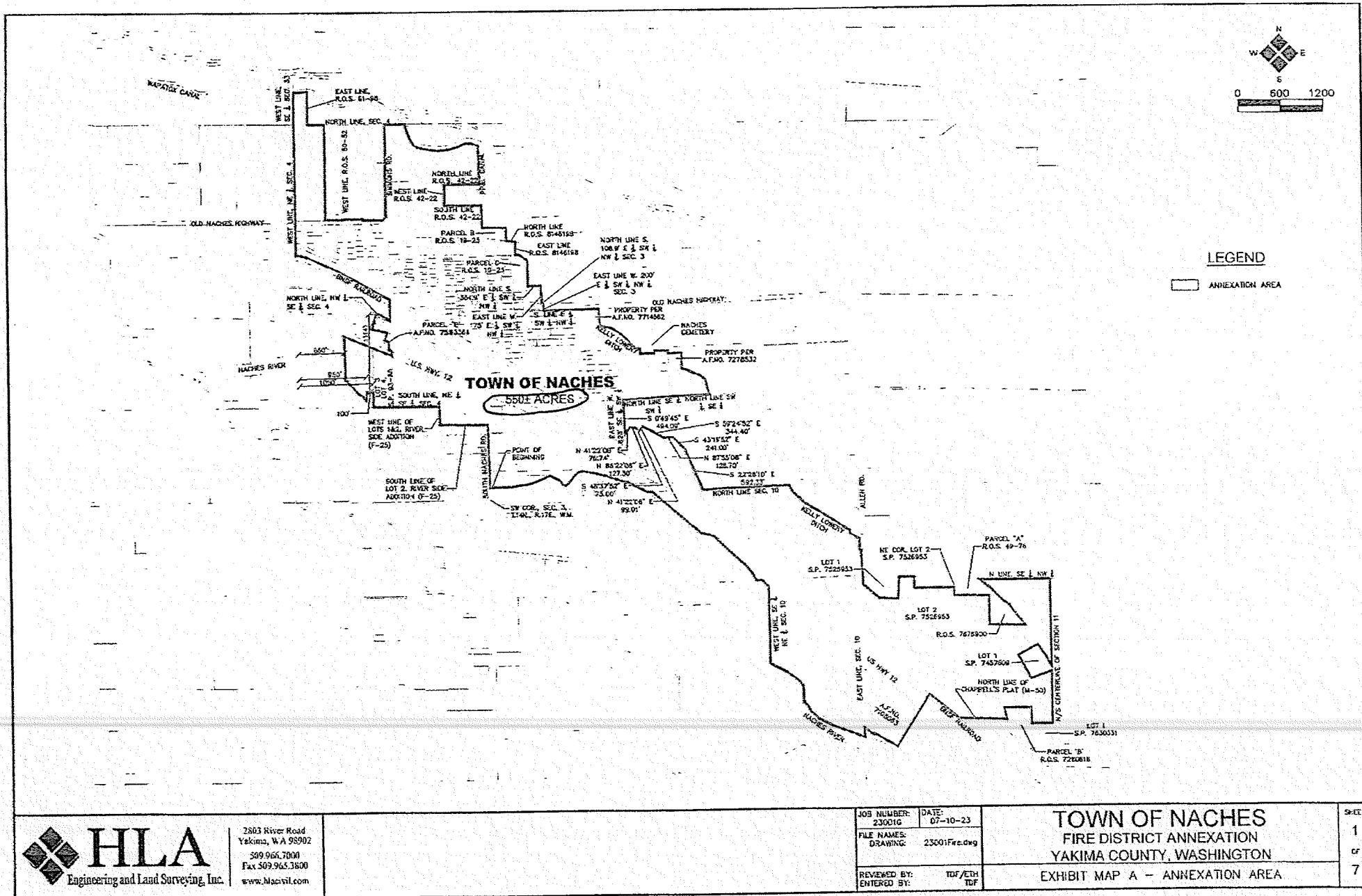
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED. THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION.

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Printed On: 7/20/2021 1:32:07 PM

| Parcel Number |
|---------------|---------------|---------------|---------------|---------------|---------------|
| 171403-23002 | 171403-31011 | 171403-32419 | 171403-32486 | 171403-33027 | 171404-11010 |
| 171403-23004 | 171403-31012 | 171403-32420 | 171403-32487 | 171403-33030 | 171404-11011 |
| 171403-23006 | 171403-31404 | 171403-32421 | 171403-32491 | 171403-33031 | 171404-11401 |
| 171403-23007 | 171403-31405 | 171403-32422 | 171403-32492 | 171403-33400 | 171404-11403 |
| 171403-23009 | 171403-31406 | 171403-32423 | 171403-32494 | 171403-33401 | 171404-12004 |
| 171403-23010 | 171403-31407 | 171403-32424 | 171403-32495 | 171403-33402 | 171404-12005 |
| 171403-23011 | 171403-31408 | 171403-32425 | 171403-32498 | 171403-33403 | 171404-13019 |
| 171403-23012 | 171403-31409 | 171403-32426 | 171403-32499 | 171403-33404 | 171404-13021 |
| 171403-23014 | 171403-31410 | 171403-32427 | 171403-32501 | 171403-33405 | 171404-13022 |
| 171403-23015 | 171403-31413 | 171403-32428 | 171403-32503 | 171403-33406 | 171404-13409 |
| 171403-23400 | 171403-31414 | 171403-32429 | 171403-32507 | 171403-33407 | 171404-13410 |
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| 171403-23405 | 171403-31421 | 171403-32434 | 171403-32518 | 171403-33416 | 171404-13415 |
| 171403-23406 | 171403-31422 | 171403-32437 | 171403-32520 | 171403-33417 | 171404-13421 |
| 171403-23407 | 171403-31423 | 171403-32438 | 171403-32523 | 171403-33418 | 171404-13422 |
| 171403-23408 | 171403-31424 | 171403-32439 | 171403-32524 | 171403-33419 | 171404-13423 |
| 171403-23409 | 171403-31427 | 171403-32440 | 171403-32525 | 171403-33420 | 171404-13424 |
| 171403-23412 | 171403-31428 | 171403-32441 | 171403-32527 | 171403-33421 | 171404-13425 |
| 171403-23413 | 171403-31429 | 171403-32442 | 171403-32530 | 171403-33422 | 171404-13426 |
| 171403-23414 | 171403-31430 | 171403-32444 | 171403-32533 | 171403-33423 | 171404-13427 |
| 171403-23415 | 171403-31433 | 171403-32445 | 171403-32534 | 171403-34002 | 171404-13428 |
| 171403-23416 | 171403-31434 | 171403-32446 | 171403-32539 | 171403-34003 | 171404-13429 |
| 171403-23417 | 171403-31435 | 171403-32451 | 171403-32540 | 171403-34004 | 171404-13430 |
| 171403-23418 | 171403-31436 | 171403-32452 | 171403-32541 | 171403-34005 | 171404-13431 |
| 171403-23419 | 171403-31437 | 171403-32453 | 171403-32542 | 171403-34007 | 171404-13432 |
| 171403-23424 | 171403-31438 | 171403-32454 | 171403-32543 | 171403-34008 | 171404-13433 |
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| | | | 171403-33024 | 171404-11006 | 171404-13456 |

| Parcel Number |
|---------------|---------------|---------------|---------------|---------------|---------------|
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| 171404-14407 | 171404-14479 | 171404-14565 | 171404-42403 | | |

7



2803 River Road
Yakima, WA 98902
509.966.7010
Fax 509.965.3800
www.blacivil.com

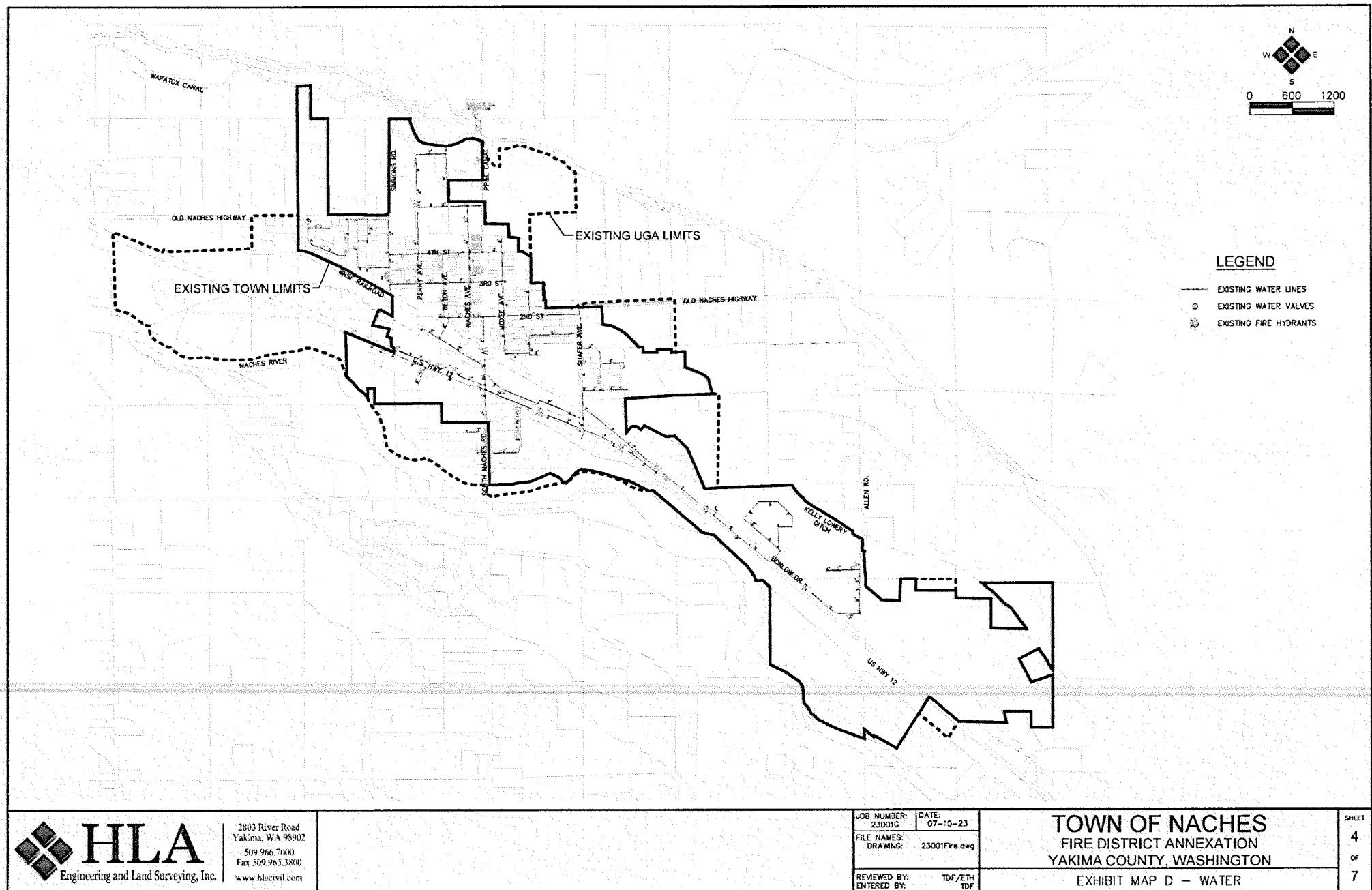
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FILE NAMES: DRAWING:	23001Fwd.on
REVIEWED BY:	TD/ET
ENTERED BY:	IL

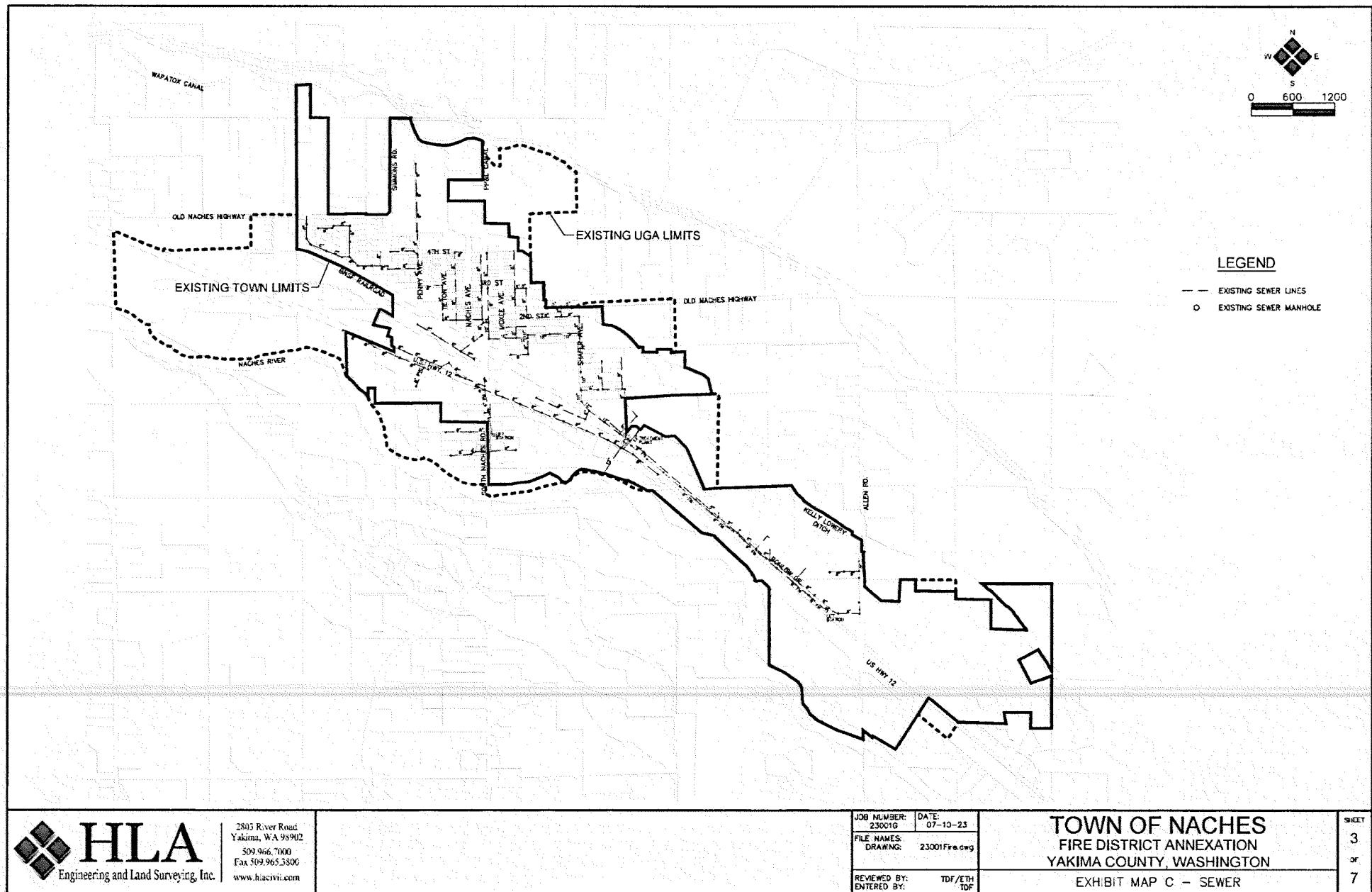
**TOWN OF NACHES
FIRE DISTRICT ANNEXATION
YAKIMA COUNTY, WASHINGTON**

REVIEWED BY: TDF/ET
ENTERED BY: TDF/ET

EXHIBIT MAP A - ANNEXATION AREA

1
CF
7





2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.5300
www.hiacivii.com

JOB NUMBER: 23001G DATE: 07-10-23
FILE NAMES: DRAWING: 23001Fire.dwg
REVIEWED BY: ENTERED BY: TDF/ETH TDF

TOWN OF NACHES
FIRE DISTRICT ANNEXATION
YAKIMA COUNTY, WASHINGTON

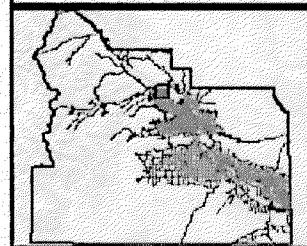
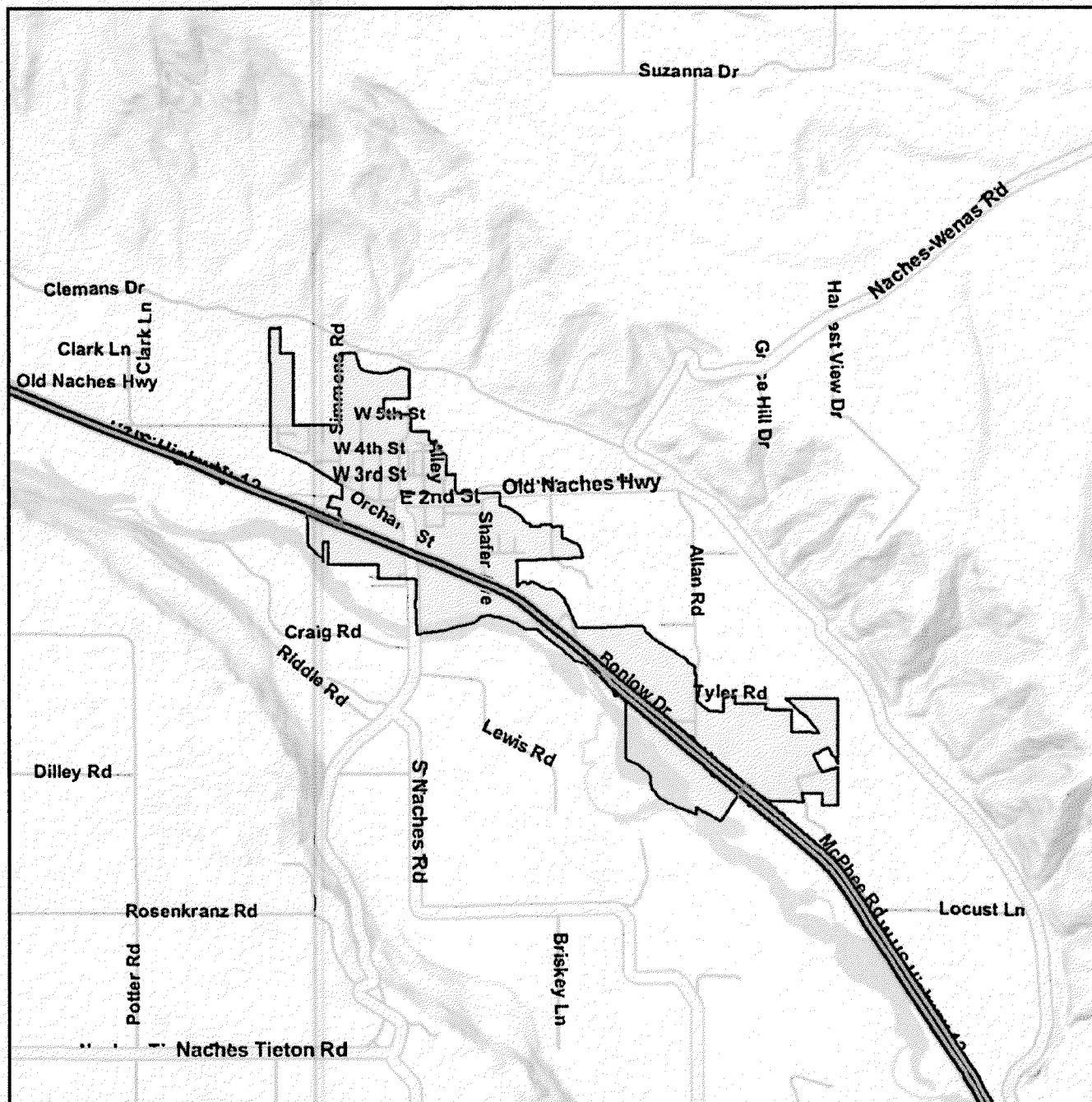
EXHIBIT MAP C - SEWER

Yakima County GIS - Washington

Land Information Portal

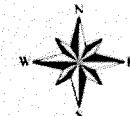
[\[Print Map\]](#)
[\[Close Map\]](#)

Yakimap.com



City Limits
Sections

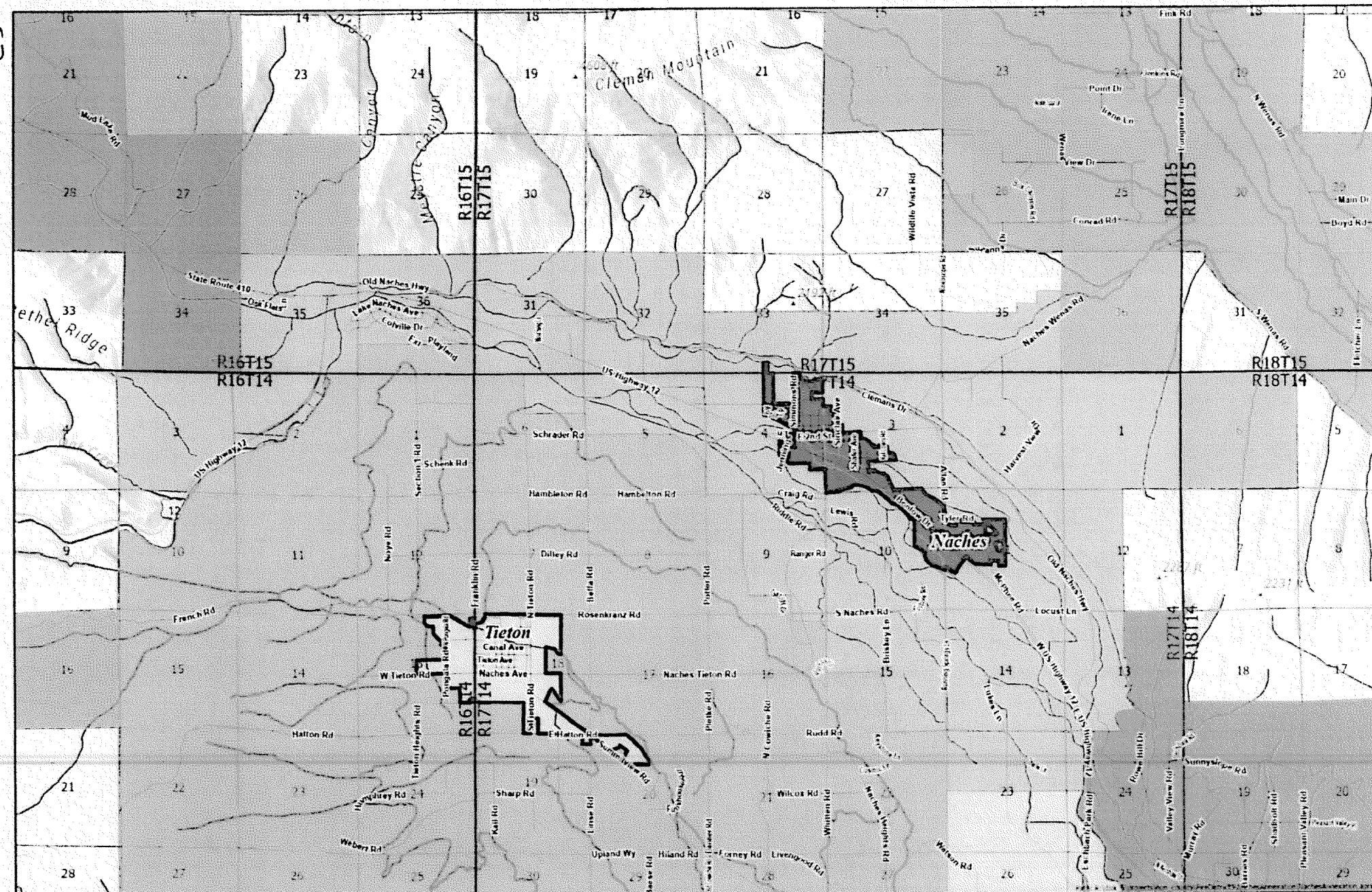
WWW.YAKIMAP.COM
Yakima County GIS
128 N 2nd Street
Yakima, WA 98901
(509)574-2992



Mapscale: 1in = 2981ft

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

Copyright (C) Yakima County GIS
Printed On 7/20/2021 1:30:26 PM



Yakima County Fire District #3

YAKIMA COUNTY

Fire Districts

- Fire District #1
- Fire District #2
- Fire District #3
- Fire District #6
- Fire District #9
- Fire District #14
- Naches
- State D.N.R.
- Tieton

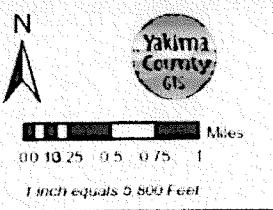
City Limits

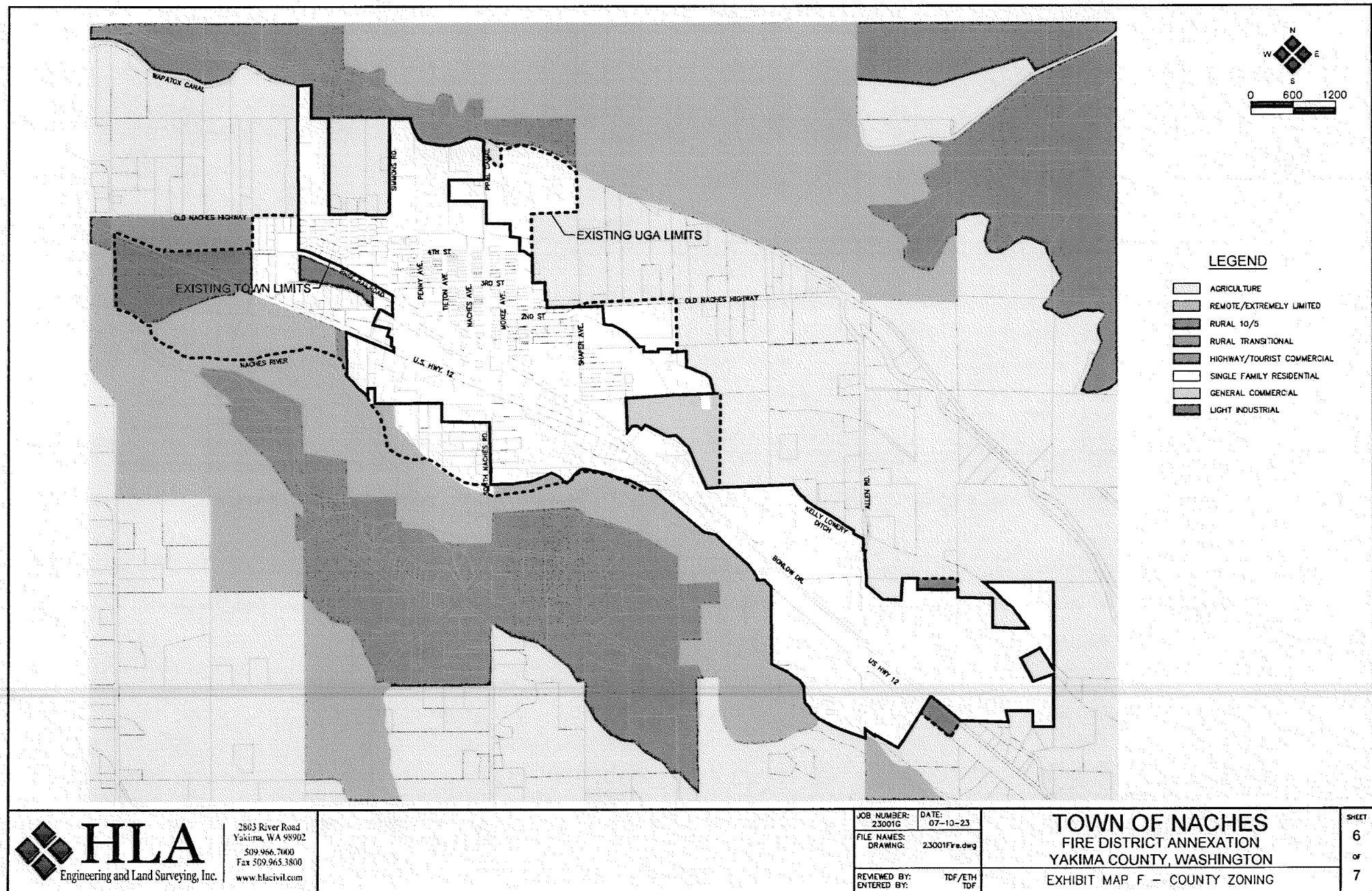
Township Range Lines

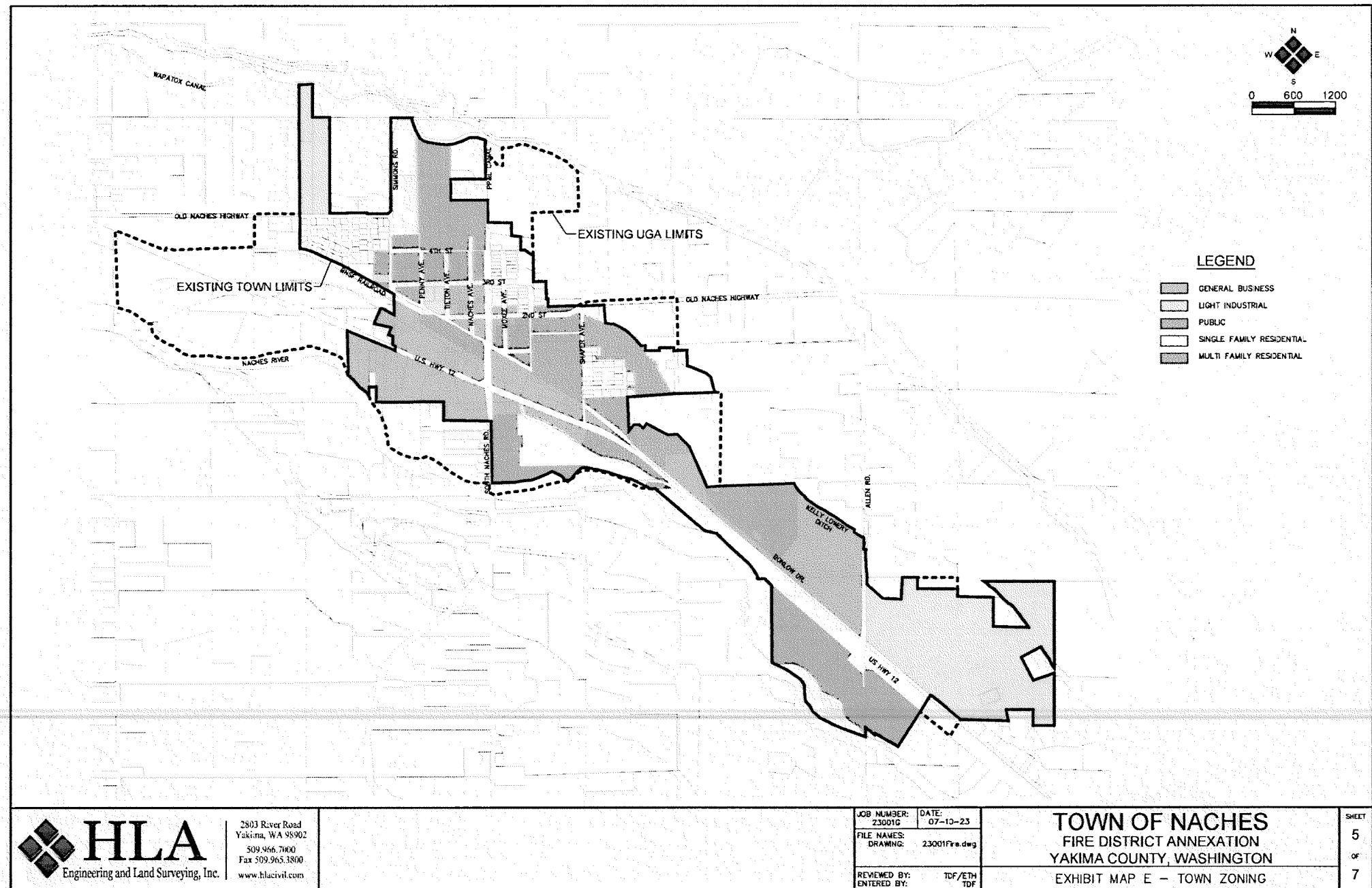
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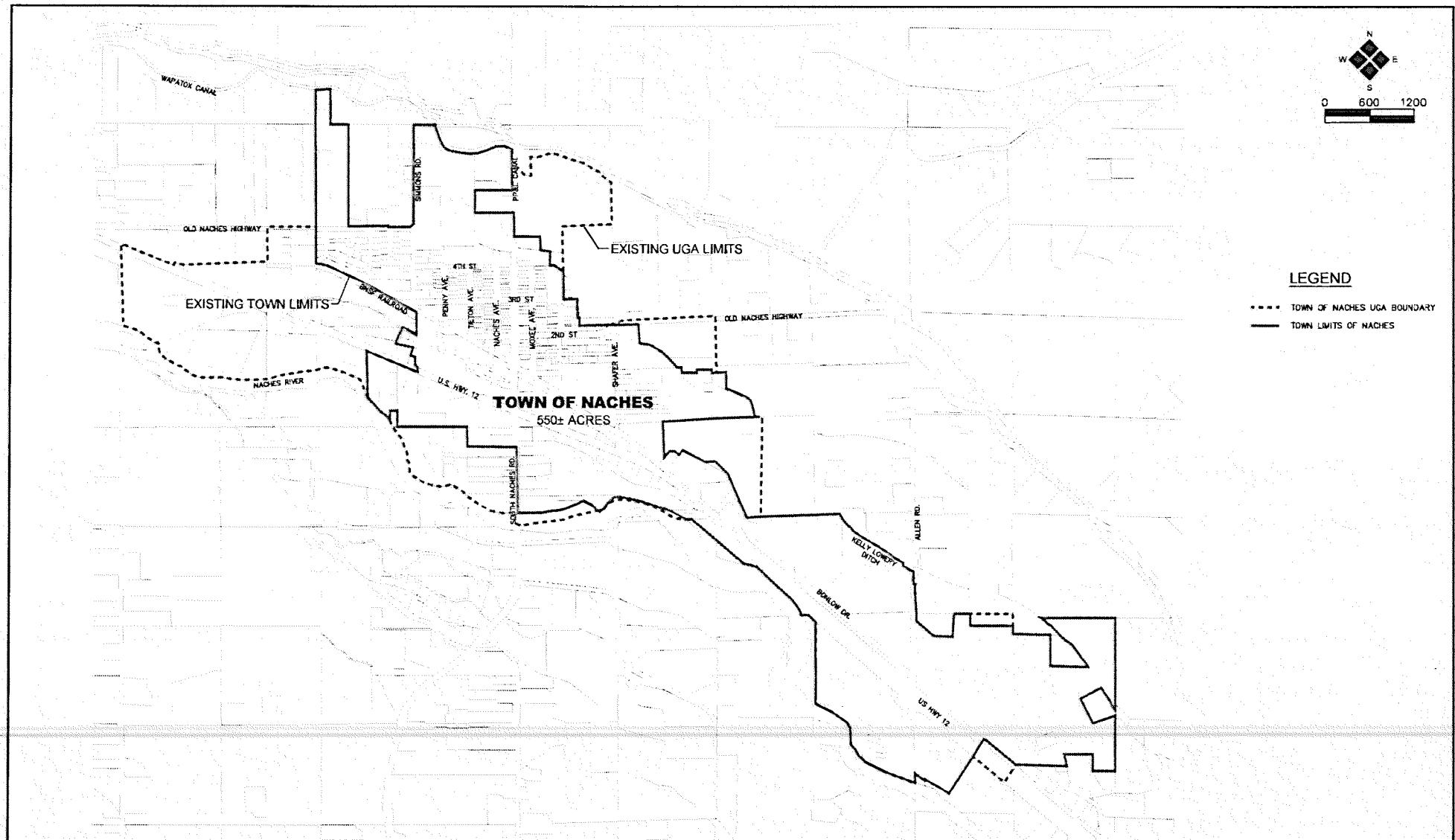
All Roads

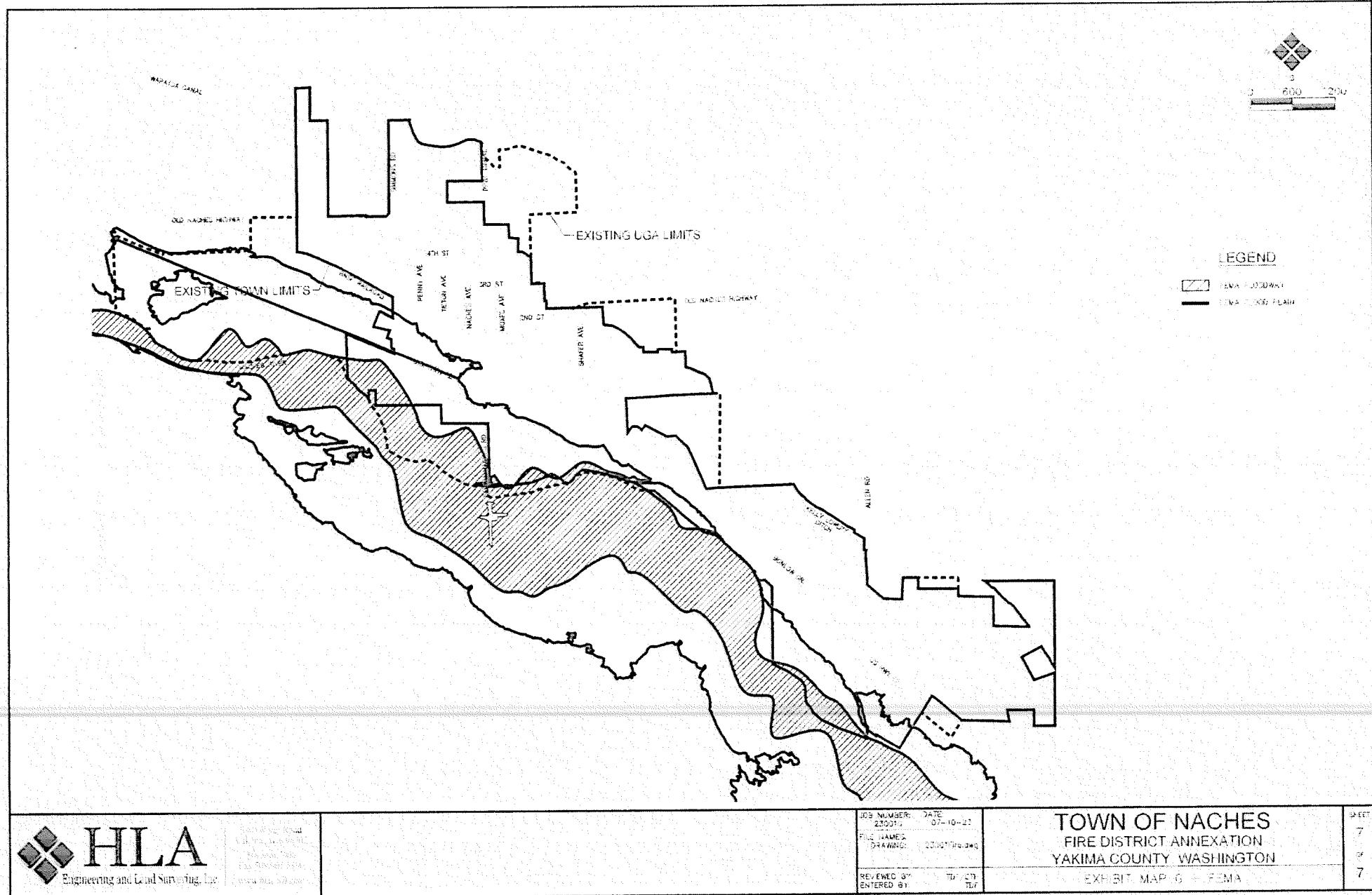
Streams











ORDINANCE NO. 806

AN ORDINANCE OF THE TOWN OF NACHES, WASHINGTON DECLARING
AN INTENT TO ANNEX THE TOWN OF NACHES TO YAKIMA COUNTY
FIRE PROTECTION DISTRICT #3, AND REQUESTING YAKIMA COUNTY
CALL AN ELECTION ON THE ANNEXATION AND PLACING THE SAME
ON THE NOVEMBER GENERAL ELECTION BALLOT

WHEREAS, the growth within the Town of Naches and the Yakima County Fire Protection District #3 is creating greater demand for fire and emergency medical services; and

WHEREAS, fire and emergency medical services are critical and necessary for the public health and safety; and,

WHEREAS, after careful consideration by the Town Council, it has been decided that it is in the best interest of the Town to enhance the efficiency and effectiveness in providing fire and emergency medical services; and,

WHEREAS, RCW 52.04.061 and 52.04.071 provide statutory authority and process by which the Town can declare its intent to annex into the District and put the matter to a vote of the Town's voters and the District's voters; and,

WHEREAS, RCW 52.04.061 requires the annexation process to be initiated with the passage of an ordinance stating an intent to join the fire protection district and finding that the public interest will be served thereby; and,

WHEREAS, at a regularly scheduled meeting on August 8, 2022, the Town Council adopted Ordinance No. 774 with the intent of initiating the annexation process pursuant to RCW 52.04.061; and,

WHEREAS, Ordinance No. 774 contains some formal deficiencies and also does not provide for the calling of an election to put the annexation matter to a vote; and,

WHEREAS, the Town Council wishes to repeal Ordinance No. 774; and,

WHEREAS, the Town Council desires to place before the voters of the Town and the District whether to annex into the district; and,

WHEREAS, there is a limited time by which this Ordinance must take effect so that it may be transmitted to the Yakima County Board of Commissioners and the Yakima County Auditor to meet deadlines for placement on the ballot for the State General Election to be held on November 4, 2025.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, AS FOLLOWS:

Section 1. Findings of Fact.

The above "Whereas" recitals are hereby adopted and incorporated as Findings of Fact. The Town Council of the Town of Naches, Washington further finds that the public interest will be served by the annexation of the Town to Yakima County Fire District #3. Therefore, the Town Council declares its intent to join the District pursuant to RCW 52.04.061 and have the matter called for a special election pursuant to RCW 52.04.071.

Section 2. Boundary Review Board Consideration and Filing of Ordinance.

The District #3 Fire Chief and/or the Town Clerk are each hereby authorized and directed to cause a notice of intention for the annexation of the Town of Naches to the Yakima County Fire District #3 to be filed with the Yakima County Boundary Review Board, and to cause the certified copy of this Ordinance to be filed with the Yakima County Board of Commissioners and the Yakima County Auditor.

Section 3. Calling of Election.

The Town Council hereby requests that the Yakima County Board of Commissioners call by resolution a special election to be held in both the Town of Naches and Yakima County Fire District #3 in conjunction with the State General Election to be held on November 4, 2025, on the question of whether the Town of Naches should be annexed to the Yakima County Fire District #3. The ballot proposition shall be as follows:

Shall the Town of Naches be annexed to and be a part of Yakima County Fire District #3?

Yes..... []
No..... []

The Town Council also requests that the Yakima County Auditor cause notice of the election to be given as provided for in RCW 29A.52.355 and conduct the election in accordance with the general election laws of the state.

Section 4. Repeal of Previous Ordinance 774.

The following ordinance is hereby repealed:

Ordinance No. 774 Titled "AN ORDINANCE OF THE TOWN OF NACHES, WASHINGTON STATING THE INTENT OF THE TOWN COUNCIL TO ANNEX INTO AND JOIN YAKIMA COUNTY FIRE PROTECTION DISTRICT #3 IN ACCORDANCE WITH RCW 52.04.061 THROUGH .131 TO CONTINUE PROVIDING FOR FIRE PREVENTION, FIRE SUPPRESSION, EMERGENCY MEDICAL AND HAZARDOUS MATERIAL INCIDENT RESPONSE SERVICES WITHIN THE TOWN LIMITS" adopted at a regularly scheduled Town Council meeting on August 8, 2025.

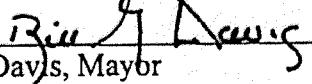
Section 5. Severability.

Should any section, paragraph, sentence, clause or phase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or preemption shall not affect the remaining portions of this ordinance or its application to other persons or circumstances.

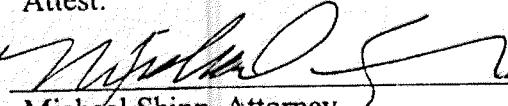
Section 6. Effective Date.

This ordinance shall take effect and be in full force and effect immediately upon passage as set forth herein.

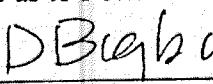
PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON
this 10 day of MARCH, 2025.

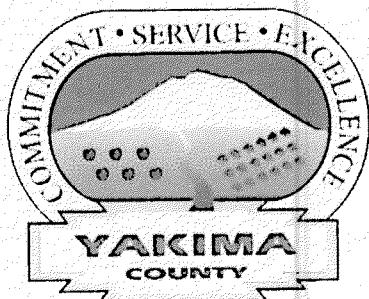

Bill Davis, Mayor

Attest:


Michael Shinn, Attorney

Approve as to Form:


Dorraine Bigby, Clerk/Treasurer



Jacob Tate, Assessor

128 N 2nd St • Room 112 • Yakima, WA 98901 • (509) 574-1100

Toll-Free 800-572-7354 • Fax (509) 574-1101

<https://www.yakimacounty.us/Assessor>

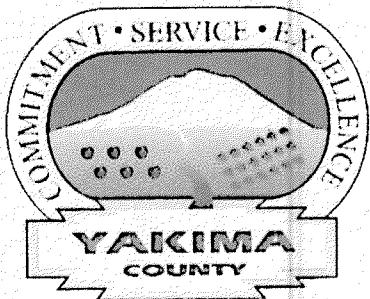
May 22, 2025

TO: Yakima County Fire District #3
FROM: Jacob Tate, Yakima County Assessor
RE: Certification of Taxable Value of Yakima County Fire District #3

The Yakima County Assessor's Office certifies the total taxable value for 2025 taxing purposes of Yakima County Fire District #3 is \$337,387,445.

If you should have any questions, please call our office at (509) 574-1100.

Jacob Tate, Yakima County Assessor



Jacob Tate, Assessor

128 N 2nd St • Room 112 • Yakima, WA 98901 • (509) 574-1100

Toll-Free 800-572-7354 • Fax (509) 574-1101

<https://www.yakimacounty.us/Assessor>

May 22, 2025

TO: Yakima County Fire District #3
FROM: Jacob Tate, Yakima County Assessor
RE: Certification of Taxable Value of the Town of Naches

The Yakima County Assessor's Office certifies the total taxable value for 2025 taxing purposes of the Town of Naches is \$194,533,038.

If you should have any questions, please call our office at (509) 574-1100.

Jacob Tate, Yakima County Assessor

AFFIDAVIT OF PUBLICATION

Kelli Mansfield
Yakima County Fire Protection Dist #3
Po Box 24
Naches WA 98937

STATE OF WASHINGTON, COUNTIES OF YAKIMA

The undersigned, on oath states that he/she is an authorized representative of Yakima Herald-Republic, Inc., publisher of Yakima Herald-Republic and El Sol de Yakima, of general circulation published daily in Yakima County, State of Washington. Yakima Herald-Republic and El Sol de Yakima have been approved as legal newspapers by orders of the Superior Court of Yakima County.

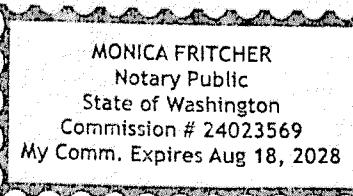
The notice, in the exact form annexed, was published in the regular and entire issue of said paper or papers and distributed to its subscribers during all of the said period.

05/15/2025

Debbie Collantes
Agent _____ Signature _____

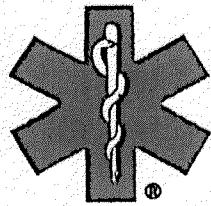
Subscribed and sworn to before me on 5/15/2025
Monica Fletcher Monica Sitter
(Notary Signature) Notary Public in and for the State of Washington, residing at Yakima

Publication Cost: \$67.20
Order No: 97257
Customer No: 23396
PO #:





Fire Department
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 3
P.O. BOX 24
NACHES, WASHINGTON 98937



BOARD OF COMMISSIONERS PUBLIC HEARING MINUTES

Naches Fire Station

June 2, 2025

Role call - Chad, Emma, Kelli, and Alan.

Emma opened the hearing at 19:30. Asked if there was any public input regarding the Determination of Non-significance for the Annexation of the Town of Naches.

There were no public comments. No written comments had been received.

The DNS had been posted to the Dept. of Ecology SEPA website. It had also been e-mailed to:

R3Planning@dfw.wa.gov

firesafety@co.yakima.wa.us

Southeast.region@dnr.wa.gov

crossepacoordinator@ecy.wa.gov

Yakama Nation

jessica@yakama.com, corrine.camuso@yakama.com, kate.valdez@yakama.com, enviroreview@yakama.com

Jessica@lally@yakama.com, noah.oliver@yakama.com, ian.gray@yakama.com

Aaron.cohen@co.yakima.wa.us

Tressa.morales@nacheswa.us

This hearing was advertised in the Yakima Herald. Notice of the hearing was posted on the door of the station.

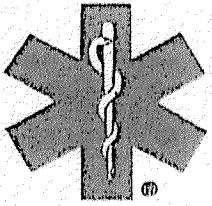
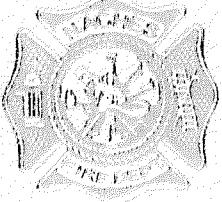
The public hearing was closed at 19:33.

A handwritten signature in black ink, appearing to read "Eric Clark".

Signed:

A handwritten signature in black ink, appearing to read "Kelli Mersereau".

Attest:



YAKIMA COMMUNITY EDUCATION CENTER INC. 1969
P.O. BOX 2A
YACHTER'S WHARF, 1010 1/2 11TH AVENUE, SEATTLE, WASH. 98101

RESOLUTION 2025-3

Whereas, the Town of Naches approached Yakima County Fire District #3 and presented Ordinance # 806, which was signed on March 10, 2025, stating intent to annex into Fire District #3; and

Whereas, the Board of Fire Commissioners of Fire District #3 met at an open public meeting on April 1, 2025 to discuss the pros and cons of such a proposal; and

Whereas, the SEPA checklist still needs to be submitted and reviewed but there is not expected to be any significance found in the annexation proposal;

THEREFORE, BE IT RESOLVED, that the Board of Fire Commissioners of Yakima County Fire District #3 believe that the Citizens of the Fire District and of the Town of Naches should have an opportunity to vote on such a decision, and so they concur with the request for Annexation into Yakima County Fire District #3. This Resolution constitutes the Board's official concurrence with the annexation pursuant to RCW 52.04.061

Adopted this 1 day of April, 2025, at a regular meeting of the Board of Fire Commissioners.

Ernest Clark

Chair

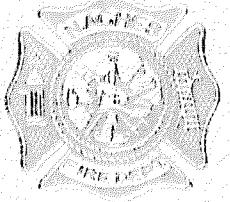
Commissioner

Commissioner

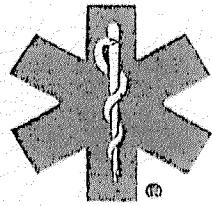
Attest to:

Kelli Mawome '81

District Secretary



YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 3
PO. BOX 24
NACHES, WASHINGTON 98937



DETERMINATION OF NONSIGNIFICANCE

Description of Proposal – The annexation of The Town of Naches into Yakima County Fire District #3

Proponent – Town of Naches

Lead Agency – Yakima County Fire District #3

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date below. Comments must be submitted by May 30, 2025.

Responsible official : Emma Charlet

Position/title Board of Commissioners, Yakima County Fire District #3

Address PO Box 24, Naches, WA 98937

Date 05/05/2025 Signature Emma Charlet

Original

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

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

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable: **Town of Naches-Yakima County Fire District #3 Annexation**
2. Name of applicant: **Town of Naches**

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

Treesa Morales/Administrator

PO Box 95

Naches, WA 98937

509-653-0204

Treesa.morales@nacheswa.us

4. Date checklist prepared: **April 8, 2025**

5. Agency requesting checklist: **Yakima County Fire District #3**

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

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. **No**

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

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. **No**

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

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) **The Town of Naches proposes to allow the incorporated portion of the Town to be annexed into Yakima County Fire District #3. Naches currently has a contract with Yakima County Fire District #3 for services**

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

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

a. General description of the site:

(circle one): **Flat, rolling, hilly, steep slopes, mountainous, other** _____

b. What is the steepest slope on the site (approximate percent slope)? 8%

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

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. **No**

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

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

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

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

2. Air [\[help\]](#)

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

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

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

3. Water [\[help\]](#)

a. Surface Water: [\[help\]](#)

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

Naches River

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

N/A

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

N/A

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

N/A

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

A southern portion of the Town lies within a 100 year floodplain. Non-project action.

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

No

b. Ground Water: [\[help\]](#)

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

N/A

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

N/A

c. Water runoff (including stormwater):

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

N/A

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

N/A

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

N/A

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

N/A

4. Plants [\[help\]](#)

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

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

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

N/A

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

N/A

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

N/A

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

N/A

5. Animals [\[help\]](#)

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

Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

All of the above

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

There are a few threatened or endangered species known to live in or around the town limits; however, this proposal does not involve any change to the land

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

d. Proposed measures to preserve or enhance wildlife, if any: **Migratory birds may use property within or around the town limits; however, this proposal does not involve any change to the land**

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

6. Energy and Natural Resources [\[help\]](#)

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

N/A

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

N/A

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

N/A

7. Environmental Health [\[help\]](#)

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

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

N/A

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

N/A

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

N/A

4) Describe special emergency services that might be required.

N/A

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

N/A

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? N/A
- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. N/A
- 3) Proposed measures to reduce or control noise impacts, if any: N/A

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. N/A
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? **Some areas within the town limits were formerly working farmland. No agricultural or forest land open space current use designations will be converted as a result of the proposal**
- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:
N/A
- c. Describe any structures on the site.
N/A
- d. Will any structures be demolished? If so, what?
N/A
- e. What is the current zoning classification of the site?
Public, Light Industrial, General Business and Residential
- f. What is the current comprehensive plan designation of the site?
Residential Commercial and Public
- g. If applicable, what is the current shoreline master program designation of the site?
N/A
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No

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

N/A

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

N/A

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

N/A

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

N/A

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

N/A

9. *Housing* [\[help\]](#)

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

N/A

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

N/A

c. Proposed measures to reduce or control housing impacts, if any:

N/A

10. *Aesthetics* [\[help\]](#)

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

N/A

b. What views in the immediate vicinity would be altered or obstructed?

N/A

b. Proposed measures to reduce or control aesthetic impacts, if any:

N/A

11. *Light and Glare* [\[help\]](#)

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A

b. Could light or glare from the finished project be a safety hazard or interfere with views?

N/A

c. What existing off-site sources of light or glare may affect your proposal?

N/A

d. Proposed measures to reduce or control light and glare impacts, if any:

N/A

12. Recreation [\[help\]](#)

a. What designated and informal recreational opportunities are in the immediate vicinity?

N/A

b. Would the proposed project displace any existing recreational uses? If so, describe.

N/A

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A

13. Historic and cultural preservation [\[help\]](#)

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

N/A

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

N/A

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

N/A

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A

14. Transportation [\[help\]](#)

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

N/A

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

N/A

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

N/A

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

N/A

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

N/A

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

N/A

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

N/A

h. Proposed measures to reduce or control transportation impacts, if any:

N/A

15. Public Services [\[help\]](#)

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Fire/EMS services will continue to be provided by Fire District #3, there will be no increase.

b. Proposed measures to reduce or control direct impacts on public services, if any.

N/A

16. Utilities [\[help\]](#)

a. Circle utilities currently available at the site:

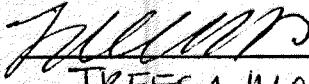
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____

N/A

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. N/A

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name of signee TREESA MORALES

Position and Agency/Organization ADMINISTRATOR, TOWN OF NACHES

Date Submitted: 5/5/2025

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposed measures to protect such resources or to avoid or reduce impacts are:

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The DNS had been posted to the Dept. of Ecology SEPA website. It had also been e-mailed to:

R3Planning@dfw.wa.gov

firesafety@co.yakima.wa.us

Southeast.region@dnr.wa.gov

crosepacoordinator@ecy.wa.gov

Yakama Tribe

jessica@yakama.com, corrine_camuso@yakama.com, kate_valdez@yakama.com, enviroreview@yakama.co
m

Jessica@lally@yakama.com, noah_oliver@yakama.com, ian_gray@yakama.com

Aaron.cohen@co.yakima.wa.us

Tressa.morales@nacheswa.us

There were no comments received from the public or from any entity in relation to this proposal.

**INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES FROM YAKIMA
COUNTY FIRE DISTRICT NO. 03 TO PROVIDE EMERGENCY, FIRE, AND LIFE
SAFETY SERVICES TO THE TOWN OF NACHES**

This agreement, made and entered into by and between the TOWN OF NACHES, a municipal corporation, hereinafter referred to as the Town, and YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 3 (YCFD No. #3), a municipal corporation, hereinafter referred to as the district,

WITNESSETH:

WHEREAS, the parties wish to enter into a new agreement for fire protection and emergency medical services to persons and property within the limits of the Town of Naches.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

Section 1. The agreement existing between the parties, from August 14, 2000 is hereby terminated and of no further force or effect.

Section 2. The agreement shall be effective immediately upon execution by the parties hereto.

Section 3. The District covenants and agrees that within the limits of its available equipment and manpower that it will further fire protection and fire extinguishment services and emergency medical services, together with all other services customarily furnished to the inhabitants and property of the fire protection district organized and existing under the laws of the State of Washington, unto the Town and the inhabitants and property within the boundaries of the town. In furnishing such service, the district shall assume and pay for all personnel and equipment necessary for the furnishing of such services, except as to any specific obligation expressly assumed herein by the town.

Section 4. In consideration of the fire protection and fire extinguishment services rendered and to be rendered under this agreement by the district to the town, the Town shall pay the District one dollar (\$1.00) per one thousand assessed value of the final property tax levy amount certified by the Board of Yakima County Commissioners in December of each year, for the following year. The amount due shall be paid from the current expense fund of the Town to the District in two equal payments within the calendar year, in the months of May and November, in the calendar year following the Board of Yakima County Commissioners certification. In consideration of the emergency medical services render and to be rendered under this agreement by the District to the Town, the Town shall pay to the District, those revenues collected by Yakima County for the Town of Naches for Emergency Medical Services.

This agreement shall be deemed a contract from year to year, commencing on January 1st of each year and terminating on December 31st of each year; provided, however, that such contract shall

be automatically renewed for successive calendar year terms upon all of the conditions and provisions herein set forth, unless otherwise terminated or modified as herein set forth.

- (A) In the event either of the parties hereto desires to modify or amend this agreement for the next succeeding calendar year as to any of the term, conditions, or provisions hereof (including a change in payment arrangements by the town to the district), such party desiring to effect such change shall give written notice to the other party prior to the 31st day of August preceding the calendar year for which such change or modifications is desired. The parties shall thereafter negotiate such changes or modifications, if any, and if no agreement is reached by September 30 of the same year, the contract as it exists shall remain in full force and effect to the end of the next succeeding calendar year. If an agreement can be reached as to desired changes or modification, a new agreement between the town and the fire department shall be approved by the Town Council and the fire district commissioners.
- (B) In the event either parties hereto shall desire to terminate this contract, such termination shall be affected in the following manner: On or before September 30 of any calendar year, written notice of intention to terminate shall be given to the other part to this agreement, and at the close of the next succeeding calendar year this contract shall automatically terminate.

Section 5. It is agreed and understood that the district shall have the right to use all domestic systems, including hydrants and equipment owned by the town without payment of any additional compensation to the town, whereas, the district does not assume any responsibility for the maintenance or repair of any of the waster systems, hydrants, wells or storage facilities owned by the town. It is agreed and understood that the district shall notify the town of planned training or at their earliest convenience (within 24 hours) of said training. If any negligent damage occurs to said hydrant or equipment during said training, repairs to said hydrant or equipment will be the responsibility of the district. The Town also agrees to immediately notify YCFD No. 3 of any water system or components that are inoperable or out of service.

During State mobilization incidents, the Town shall coordinate with the Incident Management Team regarding water metering. YCFD No. 3 recognizes that the Town may put meters on any hydrant or water access point during a mobilization incident to allow any local or incoming Teams to hook up as needed without delay in response. However, the Town understands that any meter reading or water usage by YCFD No. 3 will not be charged for water use. The Town shall be responsible for billing such usage to the appropriate incident management team.

Section 6. It is agreed and understood that the Town shall maintain the water system, hydrants, and flow rates to the standard at a minimum required by the Washington State Survey and Ratings Bureau. Documentation of such maintenance, flow rates, etc., shall be provided to YCFD No. 3 in time for the Washington State Survey and Ratings audit.

Section 6. Without limitations as to the costs and expenses which shall be assumed and paid for the district, it is agreed and understood that such costs shall include the costs of contributions for Volunteer Fireman's Pensions, and all costs incident to communication and alarm systems.

Section 7. Both parties agree to review/revise the agreement as necessary every five (5) years (at a minimum) or earlier if requested by either party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand the day and year first above written.

Dated this 10th day of FEBRUARY, 2025.

By Bill Davis
Bill Davis, Mayor

Attest:

DBigby
Dorraine Bigby, Clerk/Treasurer

Yakima County Fire Protection District No. 3
A Municipal Corporation Second Party

By: Eric A. Pfeifer
Chad Freeman

Its Board of Fire Commissioners

RESOLUTION NO. 2025-04

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE UPDATED INTERLOCAL AGREEMENT BETWEEN THE TOWN OF NACHES AND YAKIMA COUNTY FIRE DISTRICT NO. 3 TO PROVIDE EMERGENCY, FIRE, AND LIFE SAFETY SERVICES TO THE TOWN OF NACHES

WHEREAS, the Town of Naches and Yakima County have an existing contractual relationship, whereby the Fire District provides emergency, fire, and life safety services to the Town of Naches; and

WHEREAS, the such contractual relationship was established in September 1998, and renewed in August, 2000 by approval from the Town Council; and,

WHEREAS, RCW Chapter 39.34 authorizes the Town of Naches and the Yakima County Fire District to renew this contractual relationship via entering into renewed interlocal agreement; and,

WHEREAS, Town Staff and Attorney, in collaboration with the Town Council and the Fire District, drafted an updated interlocal agreement, the terms of such are acceptable to Town Staff and the Fire Commissioners of the Yakima County Fire District No. 3; and,

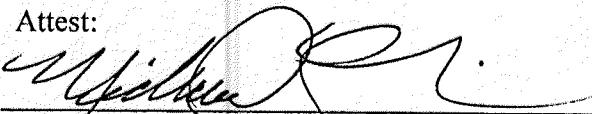
WHEREAS, the Town Council finds and agrees that entering into said updated interlocal agreement is in the best interest of the residents of the Town of Naches, will promote interlocal cooperation between the municipalities, and will benefit the general health and safety of the Naches residents; and,

Now therefore,

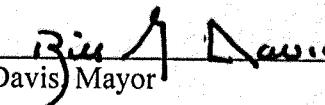
BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, AS FOLLOWS: that the Mayor be and is authorized to sign the Interlocal Agreement in the form appended hereto.

PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON this 10th day of February, 2025.

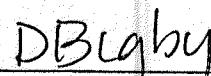
Attest:



Michael Shinn, Attorney


Bill Davis, Mayor

Approve as to Form:


Dorraine Bigby, Clerk/Treasurer

F

**INTERLOCAL AGREEMENT BETWEEN THE YAKIMA COUNTY FIRE
PROTECTION DISTRICT # 3 AND
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 1**

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement," is made and entered by and between Yakima County Fire Protection District #3, a Washington municipal corporation (hereinafter "District 3"), and Yakima County Fire Protection District #1, a Washington municipal corporation, (hereinafter "District 1"). This Agreement is entered into by the Districts under authority of RCW 52.12.031, and is in conformity with RCW Chapter 39.34, the Interlocal Cooperation Act.

WHEREAS, this document and agreement has been authorized by the Board of Fire Commissioners for each District at a duly convened public meeting of each body.

WHEREAS, the Districts have an ongoing cooperative relationship and partnership in protecting and serving the citizens of Yakima County and in enhancing public safety in Yakima County.

WHEREAS, it is the goal of the Districts to continue working on long and short-term goals for the betterment of the citizens within each jurisdiction, supporting and encouraging a positive relationship, and productive outcomes for the citizens that both entities serve.

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

1. Purpose. The purpose of this Agreement is to improve fire protection by facilitating auto aid in the form of an automatic structure engine response to either district upon receipt of a confirmed structure fires.

It is not contemplated that any jurisdiction shall incur a financial obligation to the other as a result of this agreement and no budget is necessary.

2. Term. This Agreement shall be effective on the date of last signature below and will continue for a period of one year and shall automatically renew from year to year unless terminated by either party in accordance with Section 9 of this Agreement.

3. Obligations of the Parties.

A. District 3 agrees to supplement District 1 resources through simultaneous dispatch of a structure engine to confirmed structure fires.

B. District 1 agrees to supplement District 3 resources through simultaneous dispatch of a structure engine to confirmed structure fires.

C. The first arriving company or duty officer shall initiate and establish command and have it assumed upon arrival of an officer from the agency having jurisdiction.

D. Each party, subject to the terms, conditions and limitations herein, shall be solely responsible for control of its personnel, standards of performance, discipline, and all other aspects of performance by its employees while performing services under this Agreement.

E. In the event of simultaneous calls for service whereby facilities and/or resources of either party are taxed beyond its ability to perform all needed services, the party's officers and agents shall all have discretion as to the priority handling of such calls.

F. The auto aid provided herein shall be without reimbursement unless expressly agreed to in writing by the jurisdiction requesting and the jurisdiction providing such aid.

4. Administration. This Agreement shall be administered jointly by the chief officers of the respective jurisdictions. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under RCW 39.34, the Interlocal Cooperation Act.

5. Indemnification and Hold Harmless.

A. District 3 agrees to protect, defend, indemnify, and hold harmless District 1, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney's fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of District 3, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of the District under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against District 1.

B. District 1 agrees to protect, defend, indemnify, and hold harmless District 3, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney's fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of District 1, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of the District under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against District 3.

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

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

E. The provisions of this Section shall survive the termination or expiration of this Agreement.

6. No Effect on Other Unrelated Agreement; Integration and Supersession.

This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties. To the extent that this Agreement directly contradicts any currently existing prior contract language between the parties, this Agreement shall supersede such directly contradictory contract language. The remainder of all currently existing agreements between the parties remain in full force and effect.

7. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

8. Non-Waiver. The waiver by the Districts of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

9. Termination. Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) calendar days written notice of termination.

10. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

DISTRICT 3:

Alan Baird, Fire Chief
Yakima County Fire District #3
102 Naches Avenue, PO Box 24
Naches, WA 98937

DISTRICT 1:

Dave Leitch, Interim Fire Chief
Yakima County Fire Protection District 1
330 Cowiche City Rd., PO Box 177
Tieton, WA 98923

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

11. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

13. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in Yakima County, Washington.

14. **Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations or public agencies.

15. **Compliance with Law.** All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

16. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

17. **Filing.** A copy of this Agreement shall be filed with the Yakima County Auditor pursuant to RCW 39.34.040.

18. **No Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the parties hereto. This Agreement shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement.

19. **Status of Employees.** No agent, employee, or other representative of either party shall be deemed an agent, employee, or other representative of the other party for any reason.

EXECUTED this 11 day of SEPT., 2017, for YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 3.

YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 3

By: _____
Commissioner,
Chair of Yakima County Fire Protection
District No. 3 Commission

ATTESTED:

By: Kelli Mansfield
Kelli Mansfield
Secretary, Yakima County Fire
Protection District No. 3

EXECUTED this 11th day of September, 2017, for the YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 1.

YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 1

By: Neil Nelson
Commissioner,
Chair of Yakima County Fire Protection
District No. 1 Commission

ATTESTED

Christy Boisselle
Christy Boisselle
Secretary, Yakima County Fire
Protection District No. 1

INTERLOCAL AGREEMENT BETWEEN THE YAKIMA COUNTY FIRE
PROTECTION DISTRICT #3 AND
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 6

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement," is made and entered by and between Yakima County Fire Protection District #3, a Washington municipal corporation (hereinafter "District 3"), and Yakima County Fire Protection District #6, a Washington municipal corporation, (hereinafter "District 6".) This Agreement is entered into by the Districts under authority of RCW 52.12.031, and is in conformity with RCW Chapter 39.34, the Interlocal Cooperation Act.

WHEREAS, this document and agreement has been authorized by the Board of Fire Commissioners for each District at a duly convened public meeting of each body.

WHEREAS, the Districts have an ongoing cooperative relationship and partnership in protecting and serving the citizens of Yakima County and in enhancing public safety in Yakima County.

WHEREAS, it is the goal of the Districts to continue working on long and short-term goals for the betterment of the citizens within each jurisdiction, supporting and encouraging a positive relationship, and productive outcomes for the citizens that both entities serve.

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

1. Purpose. The purpose of this Agreement is to improve fire protection by facilitating auto aid in the form of an automatic structure engine response to either district upon receipt of a confirmed structure fires.

It is not contemplated that any jurisdiction shall incur a financial obligation to the other as a result of this agreement and no budget is necessary.

2. Term. This Agreement shall be effective on the date of last signature below and will continue for a period of one year and shall automatically renew from year to year unless terminated by either party in accordance with Section 9 of this Agreement.

3. Obligations of the Parties.

A. District 3 agrees to supplement District 6 resources through simultaneous dispatch of a structure engine to confirmed structure fires.

B. District 6 agrees to supplement District 3 resources through simultaneous dispatch of a structure engine to confirmed structure fires.

C. The first arriving company or duty officer shall initiate and establish command and have it assumed upon arrival of an officer from the agency having jurisdiction.

D. Each party, subject to the terms, conditions and limitations herein, shall be solely responsible for control of its personnel, standards of performance, discipline, and all other aspects of performance by its employees while performing services under this Agreement.

E. In the event of simultaneous calls for service whereby facilities and/or resources of either party are taxed beyond its ability to perform all needed services, the party's officers and agents shall all have discretion as to the priority handling of such calls.

F. The auto aid provided herein shall be without reimbursement unless expressly agreed to in writing by the jurisdiction requesting and the jurisdiction providing such aid.

4. **Administration.** This Agreement shall be administered jointly by the chief officers of the respective jurisdictions. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under RCW 39.34, the Interlocal Cooperation Act.

5. **Indemnification and Hold Harmless.**

A. District 3 agrees to protect, defend, indemnify, and hold harmless District 6, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney's fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of District 3, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of the District under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against District 6.

B. District 6 agrees to protect, defend, indemnify, and hold harmless District 3, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney's fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of District 6, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of the District under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against District 3.

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

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

E. The provisions of this Section shall survive the termination or expiration of this Agreement.

6. No Effect on Other Unrelated Agreement; Integration and Supersession.

This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties. To the extent that this Agreement directly contradicts any currently existing prior contract language between the parties, this Agreement shall supersede such directly contradictory contract language. The remainder of all currently existing agreements between the parties remain in full force and effect.

7. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

8. Non-Waiver. The waiver by the Districts of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

9. Termination. Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) calendar days written notice of termination.

10. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

DISTRICT 3:

Alan Baird, Fire Chief
Yakima County Fire District #3
102 Naches Avenue
Naches, WA 98937

DISTRICT 6:

Ken Frazier, Fire Chief
Yakima County Fire Protection District #6
81 N. Gleed Rd.
Yakima, WA 98908

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

11. Survival. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

13. Venue. The venue for any action to enforce or interpret this Agreement shall lie in Yakima County, Washington.

14. Non-Exclusive Agreement. The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations or public agencies.

15. Compliance with Law. All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

16. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

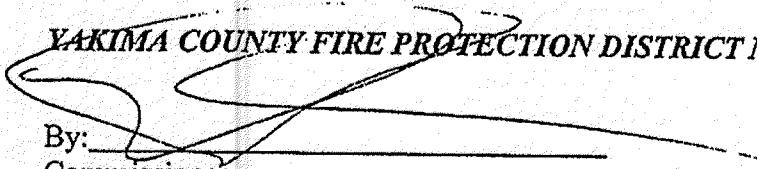
17. Filing. A copy of this Agreement shall be filed with the Yakima County Auditor pursuant to RCW 39.34.040.

18. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto. This Agreement shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement.

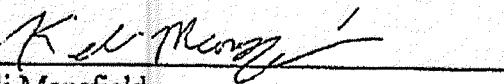
19. Status of Employees. No agent, employee, or other representative of either party shall be deemed an agent, employee, or other representative of the other party for any reason.

EXECUTED this 11 day of Sept., 2017, for YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 3.

YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 3

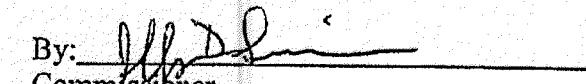
By: 
Commissioner,
Chair of Yakima County Fire Protection
District No. 3 Commission

ATTESTED:

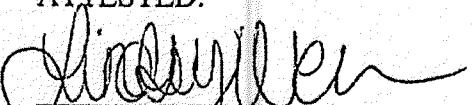
By: 
Kelli Mansfield
Secretary, Yakima County Fire
Protection District No. 3

EXECUTED this 10th day of October, 2017, for the YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 6.

YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 6

By: 
Commissioner,
Chair of Yakima County Fire Protection
District No. 6 Commission

ATTESTED:


Secretary, Yakima County Fire
Protection District No. 6



FILE# 7939352

YAKIMA COUNTY, WA

03/13/2017 12:49:35PM

AGREEMENT

PAGES: 6

VALUED CUSTOMER

YAKIMA COUNTY FIRE DISTRICT NO 14

Recording Fee: 78.00

RETURN ADDRESS:

Yakima County Fire Protection District No. 14
14550 State Route 410
Naches, WA 98937

DOCUMENT TITLE:

INTERLOCAL AGREEMENT BETWEEN
YAKIMA COUNTY FIRE PROTECTION
DISTRICT NO. 3 AND YAKIMA COUNTY
FIRE PROTECTION NO. 14 (Providing For
Limited Automatic Aid)

GRANTORS:

Yakima County Fire Protection District No. 3,
a Washington municipal corporation
(and)
Yakima County Fire Protection District No. 14,
a Washington municipal corporation

GRANTEE:

The Public

LEGAL DESCRIPTION:

None

PARCEL NUMBER:

None

INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY FIRE
PROTECTION DISTRICT NO. 3 AND
YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 14
(Providing for Limited Automatic Aid)

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement," is made and entered by and between Yakima County Fire Protection District No. 3, a Washington municipal corporation (hereinafter "District 3"), and Yakima County Fire Protection District No. 14, a Washington municipal corporation, (hereinafter "District 14".) This Agreement is entered into by the Districts under the authority of RCW 52.12.031, and is in conformity with RCW 39.34, the Interlocal Cooperation Act; and,

WHEREAS, this document and agreement has been authorized by the Board of Fire Commissioners for each District at a duly convened public meeting of each body; and,

WHEREAS, the Districts have an ongoing cooperative relationship and partnership in protecting and serving the citizens of Yakima County and in enhancing public safety in Yakima County; and,

WHEREAS, it is the goal of the Districts to continue working on long and short-term goals for the betterment of the citizens within each jurisdiction, supporting and encouraging a positive relationship and productive outcomes for the citizens that both entities serve; now, therefore,

IN CONSIDERATION of the mutual covenants, promises, and conditions set forth herein, it is AGREED by and between the Districts as follows:

1. Purpose. The purpose of this Agreement is to improve fire protection by facilitating automatic aid in the form of an automatic tender response to either district upon receipt of a confirmed structure fire.

It is not contemplated that either jurisdiction shall incur a financial obligation to the other as a result of this Agreement and no budget is necessary.

2. Term. This Agreement shall be effective on the date of last signature below and in force when the requirement of RCW39.34.040 has been satisfied and will continue for a period of one year and shall automatically renew from year to year unless terminated by either party in accordance with Section 9 of this Agreement.

3. Obligations of the Parties.

A. "District 3" agrees to supplement "District 14" resources through simultaneous dispatch of a tender to confirmed structure fires.

B. "District 14" agrees to supplement "District 3" resources through simultaneous dispatch of a tender to confirmed structure fires.

C. The first arriving company or duty officer shall initiate and establish command and have it assumed upon arrival of an officer from the agency having jurisdiction.

D. Each party, subject to the terms, conditions and limitations herein, shall be solely responsible for control of its personnel, standards of performance, discipline, and all other aspects of performance by its employees while performing services under this Agreement.

E. In the event of simultaneous calls for service whereby facilities and/or resources of either party are taxed beyond its ability to perform all needed services, the party's officers and agents shall all have discretion as to the priority handling of such calls.

F. The automatic aid provided herein shall be without reimbursement unless expressly agreed to in writing by the jurisdiction requesting and the jurisdiction providing such aid.

4. Administration: This Agreement shall be administered jointly by the chief officer of the respective jurisdictions. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under RCW 39.34, the Interlocal Cooperation Act.

5. Indemnification and Hold Harmless.

A. "District 3" agrees to protect, defend, indemnify, and hold harmless "District 14", its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of "District 3", its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of the District under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against "District 14".

B. "District 14" agrees to protect, defend, indemnify, and hold harmless District 3, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of "District 14", its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of the District under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against the District.

C. In the event that the officials, officers, agents, and/or employees of both the Districts are negligent, each Party shall be liable for its contributory share of

negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney fees).

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

E. The provisions of this Section shall survive the termination or expiration of this Agreement.

6. No Effect on Other Unrelated Agreement: Integration and Supersession.

This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties. To the extent that this Agreement directly contradicts any currently existing prior contract language between the parties, this Agreement shall supersede such directly contradictory contract language. The remainder of all currently existing agreements between the parties remain in full force and effect.

7. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

8. Non-Waiver. The waiver by the Districts of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

9. Termination. Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) calendar days written notice of termination.

10. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

DISTRICT 3:

Fire Chief
Yakima County Fire District No. 3
102 Naches Avenue
Naches, WA 98937

DISTRICT 14:

Fire Chief
Yakima County Fire Protection District No. 14
14550 State Route 410
Naches, WA 98937

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

11. Survival. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

13. Venue. The venue for any action to enforce or interpret this Agreement shall lie in Yakima County, Washington.

14. Non-Exclusive Agreement. The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations or public agencies.

15. Compliance with Law. All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

16. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

17. Filing. A copy of this Agreement shall be filed with the Yakima County Auditor pursuant to RCW 39.34.040.

18. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto. This Agreement shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement.

19. Status of Employees. No agent, employee, or other representative of either party shall be deemed an agent, employee, or other representative of the other party for any reason.

EXECUTED this 6 day of March, 2017, for YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 3.

By: 
Chairperson, Board of Fire Commissioners
Yakima County Fire Protection District No. 3

ATTESTED:

By: Kelli Mansfield
Kelli Mansfield
Secretary, Yakima County Fire
Protection District No. 3

EXECUTED this 6th day of February, 2017, for the YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 14.

By: Claudia Brown
Chairperson, Board of Fire Commissioners
Yakima County Fire Protection District No. 14

ATTESTED:

Mary Smith
Mary Smith
Secretary, Yakima County Fire
Protection District No. 14

John Puccinelli
johnpuccinelli@yakima.wa.us

Joseph Buchanan
jrbinev@gmail.com

YC Corporate Counsel
Brian.russell@co.yakima.wa.us

BOCC

Assessor's Office

Treasurer's Office

Elections

Yakima County
Sheriff's Office

Public Service's
Lisa Freund

Lisa.freund@co.yakima.wa.us

Planning

Thomas.Carroll@co.yakima.wa.us

Building & Fire Safety

Marivel.garcia@co.yakima.wa.us

Code Enforcement Tua Vang

Tua.vang@co.yakima.wa.us

Environmental Services David Haws
David.haws@co.yakima.wa.us

Water Resources
Troy Havens

Troy.havens@co.yakima.wa.us

GIS
Michael Martian

Michael.martian@co.yakima.wa.us

County Roads
Matt Pietrusiewicz
Matt.Pietrusiewicz@co.yakima.wa.us

Parks & Trails
Jason Alvord

Jason.alvord@co.yakima.wa.us

Yakima Valley Regional Library
102 N 3rd Street
Yakima, WA 98901

Yakima Valley Conference of Government
311 N. 4th St. #204
Yakima, WA 98901

North Yakima Conservation District
1606 Perry St.
Yakima, WA 98902

Town of Naches
P.O. Box 95
Naches, WA 98937

Naches School District # 3
Attn: Robert Bowman
P.O. Box 99
Naches, WA 98937

Kelli Mansfield
Fire District #3
P.O. Box 24
Naches, WA 98937

WSDOT South Central Region
2809 Rudkin Road
Union Gap, WA 98903

Paul Gonseth
WSDOT
gonsetp@wsdot.wa.gov

Nicole Pebeahsy
BIA
Nicole.pebeahsy@bia.gov

Nation Cultural Resources
jessica@Yakama.com
corrine.camuso@Yakama.com
THPO@Yakama.com

Jacob Prilucik
WDOT
prilucj@wsdot.gov

Washington State Dept. of
Natural Resource
713 Bowers Road
Ellensburg, WA 98926

BRB2025-00003
7/31/25
13 LABELS

Karri Espinoza

From: Karri Espinoza
Sent: Thursday, July 31, 2025 7:52 AM
To: johnpuccinelli@yakima.com; jrbiney@gmail.com; Brian Russell; Thomas Carroll; Lisa Freund; Marivel Garcia; Tua Vang; David Haws; Troy Havens; Michael Martian; Matt Pietrusiewicz; Jason Alvord; Paul Gonseth; Nichole.pebeahsy@bia.gov; 'jessica@yakama.com'; corrine.camuso@yakama.com; thpo@yakama.com; prilucj@wsdot.wa.gov
Cc: Aaron Cohen
Subject: BRB2025-00003 Town of Naches Fire District Annexation
Attachments: BRB2025-00003 Town of Naches Fire District Annexation.pdf

Karri Espinoza

Office Supervisor
128 N 2nd St, 4th Floor
Yakima, WA 98901
(509)574-2300
Karri.espinoza@co.yakima.wa.us

This email and replies to it are subject to public disclosure under Washington state statute (RCW 42.56 - Public Records Act).

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FILE NO.: BRB2025-00003

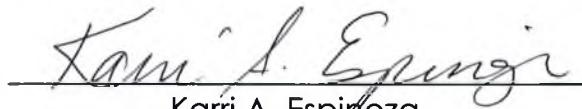
Town of Tieton – Naches Fire District Annexation

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I, Karri Espinoza, being first duly sworn, and as an employee of the Yakima County Public Services, Planning Division, dispatched through **Town of Tieton – Naches Fire District Annexation** a true and correct copy of which is enclosed here-with; that a **Town of Tieton – Naches Fire District Annexation** was addressed to the applicant, agent and parties of record pursuant to Yakima County Code Title 16B.05, that said parties are individually listed on the Mailing List retained by the Planning Division and that said notice was mailed by me on the 31st day of July 2025.

That I mailed said notice in the manner herein set forth and that all of the statements are made herein are just and true. Dated this 31st day of July 2025.



Karri A. Espinoza
Office Supervisor