

APRIL 2018

**STUDY
SESSION**

FOR

YAKIMA REGIONAL

CLEAN AIR AGENCY



Yakima Regional Clean Air Agency
329 North First Street, Yakima WA 98901
(509) 834-2050, yakimacleanair.org

EXECUTIVE MEMORANDUM

DATE OF RELEASE: April 5, 2018

DATE OF CONSIDERATION: April 12, 2018

To: Board of Directors

FROM: Office of the Executive Director

SUBJECT: Review of legal costs and exposure related to the Air Quality Management Policy for Dairy Operations

ISSUE: At the March 2018 YRCAA Board of Directors Meeting the Board Chair requested a study session be scheduled to review and discuss legal costs and exposure related to the Air Quality Management Policy for Dairy Operations. This memo is intended to provide enough background information and perspective to facilitate discussion among the Directors.

DISCUSSION: On December 9, 2011 the Agency was sued in Yakima County Superior Court by Citizens for Sustainable Development (CSD). The action was related to a Public Record Request (PRR) submitted on December 13, 2011 for all emails, including associated metadata and attachments, which were sent or received by the YRCAA and which were to or from a dairy representative, related or referred to dairies, or related or referred to the proposal to develop air quality regulations for dairies at that time. This lawsuit was followed by five additional dairy centric PRRs submitted to the agency by the lawyer for CSD. A significant amount of staff time and resources were expended fulfilling the original and additional requests. The litigation culminated on June 12, 2013 with the agency paying CSD a settlement in the amount of \$120,000. Legal fees incurred by the agency due to the suit totaled approximately \$60,000. Total cost borne by the agency was \$180,000. It should also be noted that, as a result of this action, the agency invested significant time in developing Administrative Code Part C.

On October 6, 2017 Jan Whitefoot sued the agency in Yakima County Superior Court. This suit is related to three PRRs she filed with the agency in 2016 for copies of any and all records pertaining and referring to enforcement actions, including fines, taken against dairies and for all 2015 and 2016 dairy score cards, and all related records, from Jan. 1, 2014 to the present date at the time of the request. To date the agency has incurred legal costs in excess of \$11,531 for counsel related to this suit.

The agency initially started tracking PRR work hours for all staff in July of 2013 (FY2014). Since 2013 the agency has annually averaged 415 work hours and approximately \$14,968 in fulfilling PRRs. While dairy centric PRRs account for approximately 19% of all PRRs, they tend to be broader than other PRRs and as such tend to require significantly more work to fulfill. It is my belief that, due to the broader nature of the requests, they account for a disproportionately greater percentage of the total PRR annual costs. The agency does not track the cost percentage of dairy centric requests in relation to total PRR costs.

All litigation costs borne by the agency, and thus the people of our community, have been the result of two suits brought against the agency related directly to dairy centric PRRs. These costs currently stand in excess of \$191,531.

APRIL 2018

**BOARD
MEETING**

FOR

**YAKIMA REGIONAL
CLEAN AIR AGENCY**



Yakima Regional Clean Air Agency
MEETING LOCATION: Yakima City Hall
City Council Chambers
129 N. 2nd Street, Yakima

April 12, 2018
Study Session
1:30 p.m.
Regular Board Meeting
2:00 p.m.

AGENDA

Study Session

Review of legal costs and exposure related to the Air Quality Management Policy for Dairy Operations

Regular Meeting

- 1. Call to Order**
- 2. Roll Call**
- 3. Additions or Deletions to the Agenda**
- 4. Board Chair Announcement**

Public Comment Period for proposed FY2019 Agency Budget from May 1st through May 31st, 2018.

5. Public Comments

If you wish to address the Board you may do so now

Please approach the podium, state your name and the Agenda item you are addressing

Please limit your comments to three (3) minutes

5. Approval of Consent Agenda

- 5.1 Board Meeting Minutes – March 2018
- 5.2 Accept YRCAA March 2018 Monthly Activity Report

6. Regular Agenda

- 6.1 Executive Director's Report

7. Action Items

- 7.1 Fiscal Vouchers and Payroll Authorization Transfers for March 2018



Yakima Regional Clean Air Agency
MEETING LOCATION: Yakima City Hall
City Council Chambers
129 N. 2nd Street, Yakima

- 7.2 Uncollectable Debt Dismissal
- 7.3 Appeal of Denial of Payment for Vehicle Storage Fees
- 8. **Other business**
- 9. **Adjournment**

CONSENT AGENDA ITEMS

**SUMMARY OF THE GOVERNING
BOARD OF DIRECTORS
REGULAR BOARD MEETING**

March 8, 2018

Location and Time:
Yakima City Hall Council Chambers

2:00 pm

REGULAR MEETING

- 1. Chair DeVaney** *called the meeting to order at 2:00 p.m.*
- 2. Mary Wurtz, Clerk of the Board, *conducted roll call. There was a quorum.***

PRESENT WERE:	
BOARD MEMBERS: Jon DeVaney, Representative at Large Norm Childress, Small City Representative Ron Anderson, County Commissioners Carmen Mendez, Large City Representative ABSENT: Steven Jones, Ph.D., County Representative	LEGAL COUNSEL: Gary Cuillier STAFF: Keith Hurley, Executive Director Mary Wurtz, Clerk of the Board

3. Additions or Deletions to the Agenda *2:14*

None

4. Public Comment *2:30*

None

5. Consider approving the Consent Agenda items 5.1 and 5.2 *2:52*

5.1 Approve Board Meeting Minutes – February 2018

5.2 Accept YRCAA February 2018 Monthly Activity Report

Mr. Anderson pointed out the need for a correction of the Board member's attendance at the February 8, 2018 meeting. Mr. Anderson's name was not listed on the roll call. This has been corrected.

AGENDA ITEM 5.1

Motion: Ms. Mendez moved to approve the amended Consent items; seconded by Mayor Childress. **Motion passed**

6. Regular Agenda 3:40

Mr. Hurley welcomed Ms. Mendez to the Board.

EPA released their proposed FY 2019 budget which included decreases in funding to state and local air grants. The budget now goes to Congress.

Chair DeVaney clarified that the present year budget has not yet been approved by Congress so we do not know if the cuts will take place; we will continue to monitor this. Chair DeVaney asked if we know if other agencies have waiting lists for the Wood Stove Change Out Grant and how competitive we are with them for the grant funds. Director Hurley replied he has not asked the other counties or clean air agencies what their procedures are.

Ms. Mendez. inquired as to how many applications we receive each year? Mr. Hurley replied we get about 60-75 applications. Chair DeVaney explained that we receive the money in one lump sum to distribute throughout the year. By the time we get the money some people have dropped out of the program and others do not qualify.

The Department of Ecology released their Data Quality Assessment Report for the 3rd quarter of 2017.

Northwest Opacity Certification training takes place March 13 through March 28 with ten events in Washington and Oregon.

7. Action Items 13:40

7.1 Fiscal Vouchers and Payroll Authorization Transfers for February 2018

Motion: Ms. Mendez moved to approve the Fiscal Vouchers and Payroll Authorization Transfers; seconded by Mr. Childress. **Motion passed**

8. Other Business 15:00

Chair DeVaney brought up the questions from the public during the previous board meeting regarding agency legal costs relating to the dairy program and public records requests. We have received attention from some of the state and federal regulators for our innovative and voluntary dairy program but YRCAA is being exposed to legal liability and expensive litigation. Chair DeVaney suggested we have a study session soon and it was decided to have it before the April 12, 2018 Board Meeting.

9. Adjournment *18:15*

Motion: Ms. Mendez moved to adjourn the meeting, seconded by Mr. Anderson **Motion passed**

Meeting was adjourned at 2:17 p.m.

Jon DeVaney, Board Chairman

Mary Wurtz, Clerk of the Board

Audio CD of this meeting is available at YRCAA
Meeting Summary submitted to Board for approval

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Date of Release: April 5, 2018
Date of Consideration: April 12, 2018
To: Board of Directors
From: Office of the Executive Director
Subject: Monthly Activity Report

Activity	FY17	Jan.18	Feb. 18	Mar. 18	FY17 thru Mar.	FY18 thru Mar.
Minor Source Inspections	155	8	13	6	121	65
Complaints Received	250	13	11	11	188	132
NOVs Issued	100	6	3	7	81	46
AODs Issued	16	0	0	1	14	3
Warning Notices Issued	16	0	0	0	14	2
NOPs Issued	57	4	1	3	38	22
SEPA Reviews	198	23	25	22	148	191
AOP Applications Received	1	0	0	0	0	0
AOPs Issued or Renewed	4	0	0	0	4	0
Deviations/Upsets Reported	12	1	1	1	9	9
AOP Inspections	5	0	0	0	3	2
Public Workshops	0	0	0	0	0	1
Media Events	0	0	0	0	0	0
Media Contacts	11	0	0	1	10	15
Education Outreach Events	8	1	0	0	3	8
Sources Registered	365	126	188	12	347	328
NSR Applications Received	24	0	0	0	21	12
NSR Approvals Issued-Temporary	0	0	0	0	0	0
NSR Approvals Issued-Permanent	24	0	0	1	20	8
NODRs Received	221	19	18	17	154	160
Agricultural Burn Permits Issued	184	41	51	37	128	142
Conditional Use Permits Issued	5	0	0	6	1	6
Residential Burn Permits Issued	1264	0	0	350	298	410
Burn Ban Days	63	12	0	0	63	66
Public Records Requests Fulfilled	51	0	5	1	38	22

Acronyms:

AOP - Air Operating Permit; **NODR** - Notification of Demolition and Renovation; **NOP** - Notice of Penalty;
NOV - Notice of Violation; **NSR** - New Source Review; **SEPA** - State Environmental Policy Act

AGENDA ITEM 5.2

REGULAR

AGENDA



Executive Memorandum

Date of Release: April 5, 2018
Date of Consideration: April 12, 2018
To: The YRCAA Board of Directors
From: Office of the Executive Director
Subject: Executive Director's Report

Keith M. Hurley

1. FY2019 Budget Public Comment Period

In accordance with RCW 70.94.092, on or before the fourth Monday in June of each year, the YRCAA Board of Directors shall adopt a budget for the following fiscal year (FY). A proposed FY 2019 Draft Budget will be presented to the Board during the May 10th Board Meeting.

The proposed FY 2019 Draft Budget will be made available for public viewing on the agency website, yakimacleanair.org, on April 27th, 2018. Public Notices will be published in the Yakima Herald Republic and the Daily Sun News on April 16th and April 23rd announcing the public comment period of May 1st through May 31st.

Comments must be received in writing so staff may adequately address such comments. Staff will prepare a Responsiveness Summary for comments received. All substantive changes will be noted on an Errata Sheet and presented with the proposed Final FY 2019 Budget at the June 14th Board Meeting. A Public Hearing to solicit Public Testimony concerning the proposed FY 2019 Budget and a vote to adopt the proposed final FY 2019 Budget will also be conducted at the June 14th Board Meeting.

2. Current Lease Term

The Agency's current lease ends at midnight, January 31st, 2019. The Agency will begin the initial search efforts for a new location sometime in June of this year. The overarching goals are to:

- Maintain Rent and Common Area Maintenance (CAM) costs at or below current levels
- Increase parking capacity
- Provide adequate vehicle and employee security
- Provide sufficient operational space for all staff

3. Update on Ecology's Residential Wood Smoke Reduction Grant

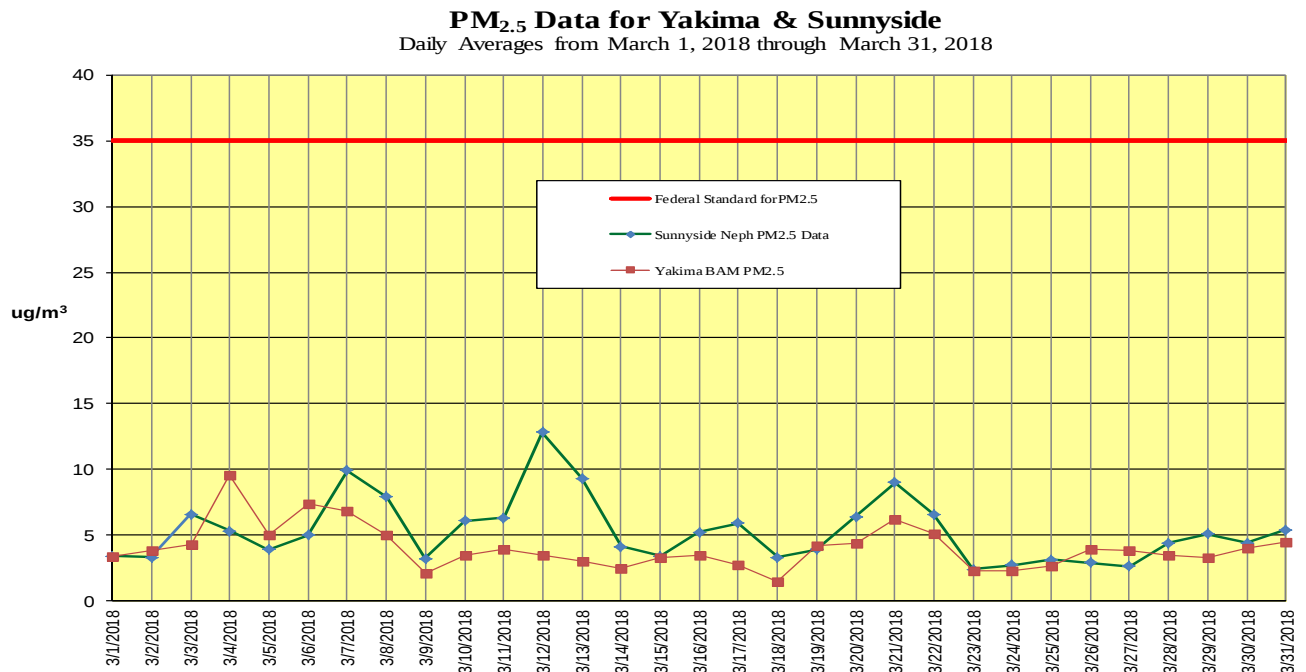
On March 29th the agency submitted an application to Ecology requesting funding in the amount of \$600,000 to assist in replacing 100 high-use wood burning devices in low income homes relying on wood as the primary source of heat. Additionally, for those who do not qualify for the low income program, the agency anticipates utilizing the funding to replace 50 uncertified wood burning devices through the Rebate Program and to collect and recycle approximately 90 additional devices, which do not require replacement, through the Bounty Program. The agency anticipates award announcements sometime in early May.

4. Compliance & Engineering

The following table itemizes, by type, the complaints received and the number of NOVs issued for the month of March 2018:

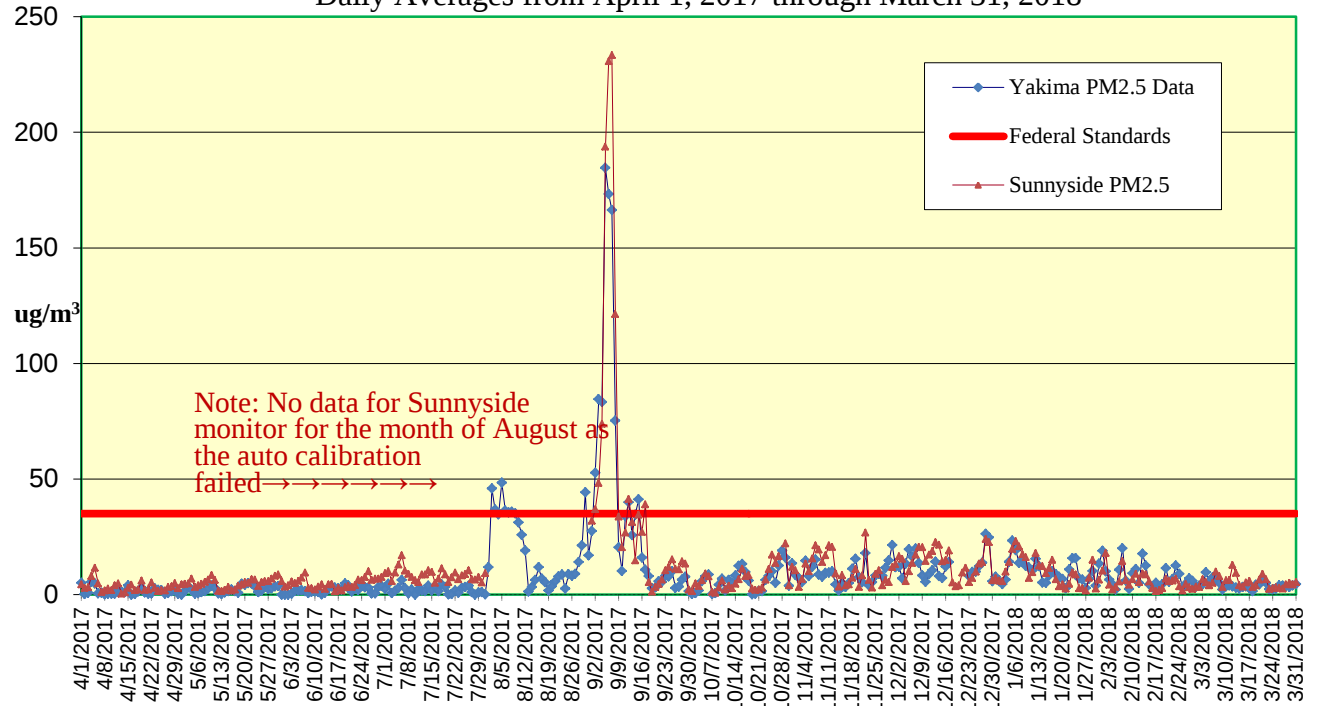
<u>Type of Complaint</u>	<u># of Complaints</u>	<u># of NOVs</u>	<u># of AODs</u>
Residential Burning	6	3	1
Agricultural Burning	1	0	0
Other Burning	1	2	0
Fugitive Dust	0	0	0
Agricultural Dust	0	0	0
Agricultural Odor	0	0	0
Surface Coating	1	1	0
Odor	0	0	0
Asbestos	0	0	0
Others	3-SFBD*	1-NSR**	0
<u>TOTALS</u>	<u>12</u>	<u>7</u>	<u>1</u>
SFBD= Solid Fuel Burning Device*			
NSR=New Source Review**			

Air Monitoring Data:



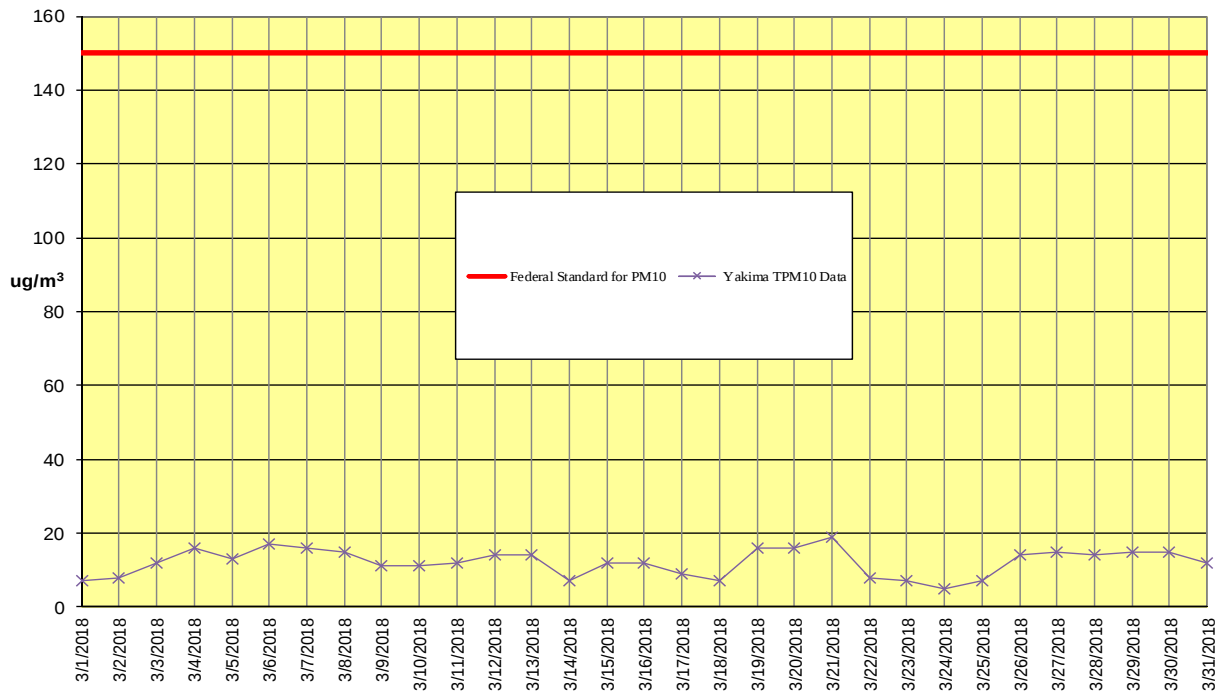
PM_{2.5} Annual Air Monitoring Data for Yakima & Sunnyside

Daily Averages from April 1, 2017 through March 31, 2018



PM₁₀ Data for Yakima

Daily Averages from March 1, 2018 through March 31, 2018



ACTION

ITEMS



Executive Memorandum

Date of Release: April 5, 2018
Date of Consideration: April 12, 2018
To: YRCAA Board of Directors
From: Office of the Executive Director
Subject: Fiscal Program Report

Keith M. Hurley

Issue: Fiscal Reports

Discussion: March 2018 Accounts Payable (AP) and Payroll Authorizations are enclosed for your approval. The Budget Verification Analysis (BVA) and Supplemental Income documents are included as informational items.

Recommendation(s): Accept and approve by minute action March 2018 AP Fiscal Vouchers, in the amount of \$17,316.90, and the March Payroll Authorization in the amount of \$60,675.58.

Encl (5)

FY 2018 Monthly BVA

March 2018 Report Date: April 12, 2018		Budget	Actual Current	Actual Year to Date	Year to Date % of Budget
REVEUNE					
REVENUE 614 YRCAA Base Operations					
Stationary Source Permit Fees					
614-32190001	Minor Sources	\$ 161,700	\$ 6,342	\$ 153,040	94.6%
614-32190008	Synthetic Minor Sources	\$ 21,280	\$ -	\$ 18,620	87.5%
614-32190006	Complex Sources	\$ 19,554	\$ -	\$ 20,560	105.1%
614-32290001	Title V Sources	\$ 122,845	\$ -	\$ 101,625	82.7%
614-32190002	New Source Review	\$ 31,500	\$ 5,826	\$ 40,578	128.8%
<i>Subtotal, Stationary Source Permit Fees</i>		\$ 356,879	\$ 12,168	\$ 334,423	93.7%
Burn Permit Fees					
614-32290005	Residential Burn Permits	\$ 63,120	\$ 5,904	\$ 15,936	25.2%
614-32290007	Agricultural Burn Permits	\$ 28,000	\$ 6,004	\$ 30,276	108.1%
614-32290011	Conditional Use Burn Permits	\$ 2,000	\$ 1,374	\$ 1,454	72.7%
<i>Subtotal, Burn Permit Fees</i>		\$ 93,120	\$ 13,282	\$ 47,666	51.2%
Compliance Fees					
614-32190005	Asbestos Removal Fees	\$ 32,200	\$ 2,095	\$ 21,525	66.8%
614-32190009	Construction Dust Control Fees	\$ 8,365	\$ 637	\$ 5,578	66.7%
<i>Subtotal, Compliance Fees</i>		\$ 40,565	\$ 2,732	\$ 27,103	66.8%
<i>Subtotal, All Permit Fee Revenue</i>		\$ 490,564	\$ 28,182	\$ 409,192	83.4%
Base Grants					
614-33366001	EPA, Core Grant	\$ 97,172	\$ -	\$ 84,218	86.7%
614-33403101	DOE, Core Grant	\$ 77,283	\$ -	\$ 59,097	76.5%
<i>Subtotal, Base Grants</i>		\$ 174,455	\$ -	\$ 143,315	82.2%
Fines & Penalties					
614-35990001	Civil Penalty	\$ 2,500	\$ 2,750	\$ 23,964	
614-35990001	Other Fines	\$ -	\$ -	\$ -	
<i>Subtotal, Fines & Penalties</i>		\$ 2,500	\$ 2,750	\$ 23,964	
Supplemental Income					
614-33831001	Supplemental Income	\$ 100,360	\$ -	\$ 80,277	80.0%
<i>Subtotal, Supplemental Income</i>		\$ 100,360	\$ -	\$ 80,277	80.0%
Other Income					
614-36111001	Interest	\$ 2,024	\$ 449	\$ 3,667	181.2%
614-36990014	Miscellaneous Income	\$ 150	\$ -	\$ 1,143	762.0%
<i>Subtotal, Other Income</i>		\$ 2,174	\$ 449	\$ 4,810	221.3%
<i>Total YRCAA Base Operations Revenue</i>		\$ 770,053	\$ 31,381	\$ 661,557	85.9%
REVENUE 614 YRCAA Grant Operations					
614-33403105	Wood Stove Ed	\$ 5,331	\$ -	\$ 5,331	100.0%
614-33403108	PM 2.5	\$ 21,050	\$ -	\$ 15,788	75.0%
614-33403107	Woodstove Change-out	\$ 132,000	\$ -	\$ 42,164	31.9%
<i>Total YRCAA Grant Operations Revenue</i>		\$ 158,381	\$ -	\$ 63,282	40.0%
REVENUE Enterprise Operations					
614-34317001	VE Certification Fees	\$ 79,800	\$ 675	\$ 52,200	65.4%
614-34317002	Other Enterprise Revenue	\$ 415	\$ 75	\$ 75	18.1%
<i>Subtotal, Enterprise Revenue</i>		\$ 80,215	\$ 750	\$ 52,275	65.2%
<i>Total Base, Grant and Enterprise Revenue</i>		\$ 1,008,649	\$ 32,131	\$ 777,114	77.0%

FY 2018 Monthly BVA

March 2018	Budget	Actual Current	Actual Year to Date	Year to Date % of Budget
Report Date: April 12, 2018				

EXPENSES 614 YRCAA Base Operations

Salaries				
614-1001	Salaries	\$ 495,855	\$ 38,179	\$ 369,517 74.5%
614-2002	Benefits	\$ 179,781	\$ 13,414	\$ 129,830 72.2%
614-1003	Overtime	\$ -	\$ -	\$ - #DIV/0!
Subtotal, Salaries		\$ 675,636	\$ 51,593	\$ 499,348 73.9%

Supplies

614-3101	Office Supplies	\$ 7,180	\$ 101	\$ 2,918 40.6%
614-3101	Safety Equipment	\$ -	\$ -	\$ - #DIV/0!
614-3201	Vehicles, Gas	\$ 2,780	\$ 140	\$ 1,260 45.3%
614-3501	Small Tools/Equipment	\$ 300	\$ -	\$ - 0.0%
614-3502	Computer Network	\$ 8,900	\$ 407	\$ 9,612 108.0%
Subtotal, Supplies		\$ 19,160	\$ 648	\$ 13,790 72.0%

Services

614-4101	Professional Services	\$ 20,365	\$ 4,377	\$ 27,953 137.3%
614-4101	Laboratory Analyses	\$ 200	\$ -	\$ 11 5.5%
614-4125	Treasurer, Yakima County	\$ 1,375	\$ 85	\$ 516 37.5%
614-4201	Communications, Phones/Internet	\$ 13,152	\$ 1,031	\$ 9,284 70.6%
614-4202	Postage	\$ 3,690	\$ -	\$ 1,317 35.7%
614-4301	Travel & Transportation	\$ 2,950	\$ 531	\$ 2,837 96.2%
614-4401	Public Education	\$ 4,000	\$ -	\$ 1,857 46.4%
614-4401	Publications, Legal Notices	\$ 1,000	\$ 190	\$ 2,730 273.0%
614-4501	Rents & Leases, Equipment	\$ 3,260	\$ 442	\$ 2,467 75.7%
614-4501	Rents & Leases, Space	\$ 43,659	\$ 3,638	\$ 32,745 75.0%
614-4601	Insurance	\$ 12,662	\$ -	\$ 12,555 99.2%
614-4801	Maintenance, Motor Vehicles	\$ 2,450	\$ 70	\$ 2,169 88.5%
614-4801	Maintenance, Equipment	\$ 2,065	\$ 102	\$ 1,479 71.6%
614-4801	Maintenance, Computers	\$ 265	\$ -	\$ - 0.0%
614-4801	Maintenance, Building	\$ 875	\$ -	\$ 1,686 192.7%
614-4901	Memberships	\$ 540	\$ -	\$ 160 29.6%
614-4901	Training	\$ 2,900	\$ -	\$ 2,294 79.1%
614-4901	Service Chgs & Interest	\$ 4,600	\$ 1,139	\$ 4,063 88.3%
614-4901	Miscellaneous Services	\$ 7,205	\$ 172	\$ 500 6.9%
614-4901	DOE Oversight Fees	\$ 4,787	\$ 3,840	\$ 3,840 80.2%
Subtotal, Services		\$ 132,000	\$ 15,616	\$ 111,029 84.1%

Capital Out-Lay & Fixed Assets

614-6401	Capital Out-Lay/Fixed Assets	\$ 6,500	\$ -	\$ 25,416 391.0%
Total YRCAA Base Operations Expenses		\$ 833,296	\$ 67,857	\$ 649,582 78.0%

EXPENSES 614 YRCAA Grant Operations 614-33403105 Wood Stove Ed

Salaries				
614-1001	Salaries	\$ 3,956	\$ -	\$ 666 16.8%
614-2002	Benefits	\$ 1,462	\$ -	\$ 234 16.0%
614-1003	Overtime	\$ -	\$ -	\$ - #DIV/0!
Subtotal, Salaries		\$ 5,418	\$ -	\$ 900 16.6%

Supplies

614-3101	Office Supplies	\$ -	\$ -	\$ - #DIV/0!
Subtotal, Supplies		\$ -	\$ -	\$ - #DIV/0!

FY 2018 Monthly BVA

March 2018									
Report Date: April 12, 2018		Budget		Actual Current		Actual Year to Date		Year to Date % of Budget	
Services									
614-4139	Professional Services	\$	-	\$	-	\$	120	#DIV/0!	
614-4202	Postage	\$	-	\$	-	\$	-	#DIV/0!	
Subtotal, Services		\$	-	\$	-	\$	120	#DIV/0!	
Subtotal, Woodstove Grant Expenses		\$	5,418	\$	-	\$	1,020	18.8%	
614-33403108 PM2.5									
Salaries									
614-1001	Salaries	\$	15,367	\$	774	\$	10,419	67.8%	
614-2002	Benefits	\$	5,683	\$	272	\$	3,661	64.4%	
614-1003	Overtime	\$	-	\$	-	\$	-	#DIV/0!	
Subtotal, Salaries		\$	21,050	\$	1,046	\$	14,079	66.9%	
Supplies									
614-3101	Office Supplies	\$	-	\$	-	\$	-	#DIV/0!	
Subtotal, Supplies		\$	-	\$	-	\$	-	#DIV/0!	
Services									
614-4101	Professional Services	\$	-	\$	-	\$	-	#DIV/0!	
Subtotal, Services		\$	-	\$	-	\$	-	#DIV/0!	
Capital Out-Lay & Fixed Assets									
614-6401	Capital Out-Lay/Fixed Assets	\$	-	\$	-	\$	-	#DIV/0!	
Subtotal, PM 2.5 Grant Expenses		\$	21,050	\$	1,046	\$	14,079	66.9%	
614-33403107 Woodstove Change-out									
Salaries									
614-1001	Salaries	\$	12,715	\$	-	\$	936	7.4%	
614-2002	Benefits	\$	5,555	\$	-	\$	329	5.9%	
614-1003	Overtime	\$	-	\$	-	\$	-	#DIV/0!	
Subtotal, Salaries		\$	18,270	\$	-	\$	1,265	6.9%	
Supplies									
614-3101	Office Supplies	\$	-	\$	-	\$	-	#DIV/0!	
Subtotal, Supplies		\$	-	\$	-	\$	-	#DIV/0!	
Services									
614-4101	Professional Services	\$	120,400	\$	-	\$	4,620	3.8%	
Subtotal, Services		\$	120,400	\$	-	\$	4,620	3.8%	
Capital Out-Lay & Fixed Assets									
614-6401	Capital Out-Lay/Fixed Assets	\$	-	\$	-	\$	-	#DIV/0!	
Subtotal, Woodstove Change-out Grant Expenses		\$	138,670	\$	-	\$	5,885	4.2%	
Total, Grant Operations Expenses		\$	165,138	\$	1,046	\$	20,984	12.7%	
EXPENSES 141 Enterprise Operations									
Salaries									
141-1001	Salaries	\$	12,776	\$	5,947	\$	15,185	118.9%	
141-2002	Benefits	\$	4,722	\$	2,090	\$	4,887	103.5%	
141-1003	Overtime	\$	-	\$	-	\$	-	#DIV/0!	
Subtotal, Salaries		\$	17,498	\$	8,037	\$	20,521	117.3%	

FY 2018 Monthly BVA

March 2018	Budget	Actual	Actual	Year to Date
Report Date: April 12, 2018		Current	Year to Date	% of Budget

Supplies

141-3101	Office Supplies	\$ 400	\$ -	\$ 504	126.0%
141-3201	Vehicles, Gas	\$ 1,700	\$ -	\$ 664	39.1%
141-3501	Small Tools/Equipment	\$ 200	\$ -	\$ -	0.0%
Subtotal , Supplies		\$ 2,300	\$ -	\$ 1,168	50.8%

Services

141-4101	Professional Services	\$ -	\$ -	\$ -	#DIV/0!
141-4202	Postage	\$ -	\$ -	\$ -	#DIV/0!
141-4301	Travel & Transportation	\$ 6,550	\$ 1,057	\$ 5,958	91.0%
141-4501	Rents & Leases, Space	\$ 4,100	\$ -	\$ 2,584	63.0%
141-4801	Maintenance, Motor Vehicles	\$ 200	\$ -	\$ -	0.0%
141-4801	Maintenance, Equipment	\$ 500	\$ -	\$ 477	95.5%
141-4901	Miscellaneous Services	\$ -	\$ -	\$ -	#DIV/0!
Subtotal, Services		\$ 11,350	\$ 1,057	\$ 9,019	79.5%

Capital Out-Lay & Fixed Assets

141-4500	Capital Out-Lay/Fixed Assets	\$ -	\$ -	\$ -	#DIV/0!
Total Enterprise Operations Expenses		\$ 31,148	\$ 9,093	\$ 30,707	98.6%

Summary of Revenue vs Expenses:

Prior-Year Carry Over Funds	\$ 125,000	\$ -	\$ 125,000	
Total Revenue, Base, Grants & Enterprise	\$ 1,133,649	\$ 32,131	\$ 902,114	79.6%
Total Expenses, Base, Grants & Enterprise	\$ 1,029,582	\$ 77,997	\$ 701,274	68.1%
Fund Balance	\$ 104,067	\$ (45,866)	\$ 200,841	
Operating Reserves	\$ (20,933)			
Estimated Available Fund Balance	\$ 125,000			

YAKIMA REGIONAL CLEAN AIR AGENCY
SUPPLEMENTAL INCOME STATUS for CY 2018 on March 31, 2018
CY 2018 \$.40 PER CAPITA (Rounded Amounts)

City/Town	Past Due	Assessment Amount	Total Amt Due	Date Received	Amount Received	Balance Due	Responses
Grandview	\$ -	\$ 4,464	\$ 4,464	1/11/2018	\$ 4,464	\$ -	Paid in full
Granger	\$ -	\$ 1,552	\$ 1,552	1/26/2018	\$ 388	\$ 1,164	Pd 1/4
Harrah	\$ -	\$ 260	\$ 260	1/30/2018	\$ 260	\$ -	Paid in full
Mabton	\$ -	\$ 926	\$ 926	1/12/2018	\$ 926	\$ -	Paid in full
Moxee	\$ -	\$ 1,582	\$ 1,582	1/16/2018	\$ 1,582	\$ -	Paid in full
Naches	\$ -	\$ 338	\$ 338	1/11/2018	\$ 338	\$ -	Paid in full
Selah	\$ -	\$ 3,012	\$ 3,012	1/12/2018	\$ 3,012	\$ -	Paid in full
Sunnyside	\$ -	\$ 6,616	\$ 6,616	1/19/2018	\$ 1,654	\$ 4,962	Pd 1/4
Tieton	\$ -	\$ 514	\$ 514	1/25/2018	\$ 514	\$ -	Paid in full
Toppenish	\$ -	\$ 3,620	\$ 3,620	1/25/2018	\$ 3,620	\$ -	Paid in full
Union Gap	\$ -	\$ 2,480	\$ 2,480	1/25/2018	\$ 2,480	\$ -	Paid in full
Wapato	\$ -	\$ 2,016	\$ 2,016	1/22/2018	\$ 2,016	\$ -	Paid in full
City of Yakima	\$ -	\$ 37,364	\$ 37,364	1/19/2018	\$ 9,341	\$ 28,023	Pd 1/4
Zillah	\$ -	\$ 1,258	\$ 1,258	1/22/2018	\$ 1,258	\$ -	Paid in full
Yakima Co.	\$ -	\$ 34,358	\$ 34,358	1/1/2018	\$ 8,599	\$ 25,760	Pd 1/4
Totals:	\$ -	\$ 100,360	\$ 100,360		\$ 40,452	\$ 59,909	



Executive Memorandum

Date of Release: April 5, 2018

Date of Consideration: April 12, 2018

To: YRCAA Board of Directors

From: Office of the Executive Director

Subject: Uncollectable Debts

Keith M. Hurley

Issue: Dismissing Uncollectable Debts owed to the YRCAA

Recommendation(s): Approve Resolution No. 2018-03 for the dismissal of the attached uncollectable debts.

Discussion: Under the provisions of YRCAA Administrative Code Part B, subsection 10.14.5, the attached list of debts have become uncollectable and as such should be removed from the list of Accounts Receivable. YRCAA last brought such action before the Board of Directors in December of 2017.

Uncollectable Debts are the result of debtors failing to pay legitimately assessed fees, fines or penalties. YRCAA Administrative Code Part B, subsection 10.15.5 authorizes the agency to dismiss such debts as uncollectable if one or more of the following reasons exist:

- 1) The whereabouts of the debtor are not known
- 2) The debtor owns no real or personal property subject to lien
- 3) The debtor has demonstrated an inability to pay
- 4) The debtor has filed Bankruptcy and the YRCAA has not been assigned as a creditor due payment

The most recent quarterly reconciliation of accounts receivable revealed three debts totaling \$4,190.00. Staff requests the Board designate the debts as uncollectable, and to direct staff to dismiss the debts as such by Resolution No. 2018-03.

Attachments:
Uncollectable Debts Listing



Yakima Regional Clean Air Agency
329 North First Street, Yakima WA 98901
(509) 834-2050 yakimacleanair.org

Uncollectable Debts Listing

Name	Type of Debt	Listed Date	Amount	Reason
Desmarais, Eric	Penalty	3/19/2012	\$ 1,490.00	Past Statute Limits
England, John	Penalty	8/27/2012	\$ 1,500.00	Past Statute Limits
Patterson, Lee	Penalty	5/29/2012	\$ 1,200.00	Past Statute Limits
TOTAL			\$ 4,190.00	

RESOLUTION NO.: 2018-03
BEFORE THE GOVERNING BOARD OF THE
YAKIMA REGIONAL CLEAN AIR AGENCY (YRCAA)

Dismissing Uncollectable Debts:

WHEREAS, the Board of Directors of the YRCAA, as a municipal corporation under RCW 70.94.081, have the right to perpetual succession, may sue and be sued, and may receive, account for and disburse funds; and

WHEREAS, pursuant to RCW 70.94.431, the YRCAA has the authority to assess civil penalties for violations of standards and procedures enforceable by law; and

WHEREAS, there exists three assessed penalties which qualify as uncollectable debts as defined within the YRCAA Administrative Code, Part B, Subsection 10.14.5; and

WHEREAS, this uncollectable debt is being brought before the Governing Board of Directors for consideration of dismissal as legal debts owed to the YRCAA.

BE IT THEREFORE RESOLVED that the YRCAA Board of Directors dismisses the attached debts owed to the YRCAA in the amount of \$4,190.00 as uncollectable, and directs staff to remove the debts from the YRCAA's list of accounts receivable.

On motion of _____, seconded by _____,
the foregoing resolution is hereby PASSED AND ADOPTED by the Yakima Regional
Clean Air Agency Board of Directors on this Twelfth day of April 2018.

Jon DeVaney, Chair

Ron Anderson, Director

Norm Childress, Director

Steven Jones, PhD, Director

Carmen Mendez, Director

Mary Wurtz, Clerk of the Board

Phone

RECEIVED
05 2018
YRCAA

DATE:
INVOICE #
FOR:

Bill To:
Mark Edler
Northwest Opacity Certification
329 N 1st St
Yakima, WA 98901
509-834-2050

Make all checks payable to Gary W. Pruitt
If you have any questions concerning this invoice, Contact Gary W. Pruitt, [REDACTED]

AGENDA ITEM 7.3

Gary W. Pruitt
[REDACTED]

Check: 033304

Amount:

19.35

Date: 01/12/2018

For: January 2018 Vehicle Storage For Smoke Sci

401 - 553 70 45 06 - Rents & Leases, Space - Enterprise

19.35

WL88111M1

TO REORDER CALL HAHN BUSINESS PRODUCTS AT (509) 575-7818

PRINTED IN U.S.A.

Phone

RECEIVED
JAN 05 2018
YRCAA

DATE:
INVOICE #
FOR:

Bill To:
Mark Edler
Northwest Opacity Certification
329 N 1st St
Yakima, WA 98901
509-834-2050

DESCRIPTION	AMOUNT
January 2018 vehicle storage for smoke school trailer @ \$30/mo	\$30.00
January 2018 vehicle storage for smoke school tow vehicle @ \$30/mo	\$30.00
moved 1/10/18 1 st BIK 60 =	\$19.35
TOTAL	\$ 60.00

Make all checks payable to Gary W. Pruitt

If you have any questions concerning this invoice, Contact Gary W. Pruitt,

THANK YOU FOR YOUR BUSINESS!

RECEIVED

JAN 22 2018

StorageMax

RV Storage Space Lease

StorageMax (landlord) hereby leases to Tenant an outdoor RV Storage Space located at 2018 So. 12th Ave. in Union Gap, WA for a minimum of one month on the following terms and conditions agreed to by Landlord and Tenant:

- TERM AND RENT:** Tenant leases the Storage Space on a month-to-month tenancy at the monthly rate established from time to time by Landlord. Landlord will give at least 30 days notice prior to any rate change. Either Tenant or Landlord may terminate this lease as of the end of any month by giving the other party 20 days written notice. Except as otherwise provided in this lease, however, Landlord may not terminate the lease before the end of any period for which the Tenant has prepaid rent. Tenant agrees that all the provisions of this lease shall continue to apply as long as the Tenant retains possession of the Storage Space.

The initial monthly rent for the Storage Space is the amount stated below. Rent is payable in advance on or before the 1st day of each calendar month and is to be remitted to Landlord at the address stated below. Rent for a partial first month will be pro-rated and is due upon execution of this lease. If this lease is entered into after the 10th day of the month, the next months rent is also due upon execution of this lease. No rent refunds will be granted. Tenant shall upon execution of this lease pay Landlord the deposit specified below.

Landlord will not send monthly statements. Tenant is responsible to insure payment is made on time to avoid late fees. A late charge of at least \$5.00 will be assessed after the 5th of the month and an additional charge of \$10.00, for a total of \$15.00 per month, will be assessed after the 15th of the month for delinquent rent. A minimum of \$30.00 will be charged for any check which is not honored.

- USE OF PREMISES:** The Storage Space is to be used for the parking of vehicles only. No loose goods are to be stored at any time. The Storage Space is not to be used for any unlawful purpose nor will Tenant keep in the Storage Space any explosive, highly flammable materials, hazardous goods, or substance whose storage or use contravenes the law. Tenant will hold Landlord, other Tenants, and third persons harmless and save and defend such persons from any loss resulting from the violation of this provision. Tenant grants Landlord permission to enter the Storage Space at any time for the purpose of removing and disposing of any property kept in the Space in violation of this provision. Tenant will not conduct any business or commercial transactions in or about the Storage Space, or make any alterations or modifications to the Storage Space.

- TENANT RESPONSIBLE:** Tenant acknowledges and understands that no bailment is created by this Lease, that Landlord is not engaged in the business of storing goods for hire nor in the warehousing business, but is simply a Landlord renting a Storage Space in which Tenant can store a vehicle of personal property owned by Tenant. The Storage Space is under the exclusive control of Tenant. Landlord does not take custody, control, possession or domination over the Storage Space and does not agree to provide protection for the StorageMax facility, Storage Space, or the vehicle parked therein.

All personal property in the storage space is at the risk of Tenant. Tenant must take whatever steps are necessary to safeguard whatever property is stored in the Storage Space. Tenant is fully responsible for possession and use of the gate entry card.

Landlord does not have any obligation to carry insurance on Tenant's property stored in the Storage Space. If Tenant wishes to have their property covered by insurance, Tenant must obtain separate coverage. Landlord will not be responsible or otherwise liable, directly or indirectly, for loss or damage to the property of Tenant due to any cause, including fire, explosion, theft, vandalism, wind or water damage, any defect now, or subsequently created or discovered in the Storage Space, or acts or omissions of any third party, regardless of whether such loss or damage may be caused or contributed to by the negligence of Landlord, its agents or employees.

Landlord shall not be liable for any injury to person sustained by Tenant or others from any defects now, or subsequently discovered or created, in the Storage Space, on StorageMax facility, or caused by any condition existing near or about the Storage Space or the StorageMax facility, or resulting from the acts or omissions of Tenant.

Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, damages, costs and expenses, including attorneys fees, arising from or in connection with Tenants use of the Storage Space, Tenants presence on the StorageMax facility or anything done in the Storage Space or StorageMax facility by Tenant or its agents, employees, or invitees, resulting in damage or injury to person or property of Tenant or to any other party or to any Storage Space, Storage Unit, or part of the StorageMax facility.

- CONDITION OF THE STORAGE SPACE:** Tenant has examined the Storage Space and the common areas of the StorageMax facility and acknowledges and agrees that the Storage Space and common areas are satisfactory for all purposes, including safety and security, for which Tenant will use them. Tenant will at all times keep the Storage Space neat, clean, and in sanitary condition and will return it to Landlord in the same condition as received by Tenant. All repairs to the Storage Space, or StorageMax facility required as a result of Tenant's acts or omissions shall be at the Tenants sole cost and expense.
- ACCESS TO THE STORAGE SPACE:** Tenant will allow Landlord free access to the Storage Space at all reasonable times for the purposes of inspection or making repairs, additions or alterations that may be required to fulfill Landlord's obligations under this lease. This privilege is not to be construed as an agreement on the part of Landlord to make any repairs, additions or alterations.
- ABANDONMENT, LIEN AND FORECLOSURE:** It is expressly agreed by Tenant that the rent and other charges provided for in this Lease shall be a FIRST LIEN on the personal property kept by the Tenant in the Storage Space and Tenant grants to Landlord a SECURITY INTEREST in such property and its proceeds to help secure such rent and other charges. Failure of Tenant to pay rent or other charges within 30 DAYS after they are due, and after notice of such failure has been mailed by Landlord to Tenant, will be deemed abandonment by Tenant of the Storage Space and of the property kept in it. Upon such abandonment, upon the failure of Tenant in any other circumstance to pay rent or other charges when due or upon the failure of Tenant to vacate the Storage Space promptly upon the expiration of this Lease, Landlord will have and is granted by Tenant a FORECLOSURE RIGHT as follows:

- When any part of the rent, or other charges, due from Tenant remain unpaid for six consecutive days, Landlord may deny Tenant access to the storage space.
- When any part of the rent, or other charges, due from Tenant remain unpaid for fourteen consecutive days, Landlord may terminate the right of Tenant to use the storage space.
- Upon proper notice, Landlord may deactivate the Tenants gate access and place a lock belonging to Landlord on the vehicle until such time as the default is cured or such vehicle is disposed of by Landlord in the manner provided by this lease.

- Before disposing of the vehicle, Landlord will mail to Tenant a written notice that Landlord has taken possession of such vehicle and may dispose of it following the expiration of 14 calendar days following the date the notice is mailed.
- When the 14 day period has elapsed, Landlord may dispose of the vehicle and its contents at public or private sale conducted upon such terms and conditions as are commercially reasonable. The proceeds of any such sale will be applied first to the cost of such sale and second to payment of the rents and charges which may then be due from Tenant to Landlord under the terms of this lease. Landlord will then notify Tenant of any excess and will hold the excess for a period of 6 months from the date sale, or other disposition. If Tenant makes demand for the excess and gives Landlord a written receipt and release providing full accord and satisfaction of all obligations of Landlord to Tenant, the excess will be released to Tenant. Failure of Tenant to demand such excess within the 6 month period or failure of Tenant to receipt for the funds and provide the required release will terminate the Tenant's right to the excess funds, and they will be turned over to the state as abandoned property.
- Any contents of the vehicle to be disposed of consisting of papers, pictures, documents, or like personal property that are not considered by Landlord to have any significant sale value may be disposed of in any reasonable manner.
- Tenant agrees to pay all costs and expenses, including attorney's fees and reasonable service fees of Landlord in enforcing the terms of this lease.
- Tenant waives any claims it or its successors, heirs or assigns may have as a result of any action taken by Landlord to collect the rent or other charges due under the terms of this lease and Tenant agrees to defend and hold Landlord harmless against any claims by any other party having an interest in the personal property kept in the Storage Space.

Nothing in this Lease shall be construed to limit, alter, or otherwise abridge any other remedies available to Landlord under applicable laws.

7. OTHER PROVISIONS - RULES AND REGULATIONS:

- Park all vehicles so as not to block driveways or other Storage Spaces and Storage Units.
- NO SANDING, PAINTING, OR AUTOMOTIVE REPAIR IS ALLOWED.
- Remove all trash and unwanted items from the Storage Space. Tenant is responsible for off-site disposal of all items.
- LOCK YOUR VEHICLE.
- Tenant is responsible for notifying Landlord in writing, via certified mail, return receipt requested, of any change in Tenant's address.
- VACATE POLICY:** When you plan to vacate, you must give at least 10 days notice. Prorated rent will be due for any unpaid portion of the 20 days. If you have not paid your rent for a month but vacate by the 5th, your rent will be prorated. After the 5th, one full month's rent will be due even if you vacate.
- A deposit is made for the gate entry card(s). The deposit will be returned in full upon return of the card(s) to landlord. Tenant will be charged \$25.00 for the replacement of each lost card.

8. Miscellaneous:

- Tenant may not assign this Lease or any part of it and may not let or sublet the whole or any portion of the Storage Space without the prior written consent of Landlord.
- Any notice required to be given under this Lease must be in writing and sent by certified mail, postage prepaid, addressed to the other party at the appropriate address shown below. Any such notice will be deemed to have been given at the time it is duly deposited in the United States mail system. The addresses may be changed by written notice only.
- If any term or provision of this Lease or its application to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease will not be affected. If any of the time limitations or notice requirements stated in this Lease conflict with those allowed or required by local law, those local limitations and requirements will apply in lieu of the limitations and requirements stated in this Lease.
- In the event of total or partial destruction of the Storage Space or the StorageMax facility by fire or other casualty or by the taking of all or part of the StorageMax facility by condemnation proceedings or eminent domain, Landlord will have the right to elect to terminate this Lease as of the date of such event or to repair any damage to the Storage Space or the StorageMax facility within a reasonable time. Landlord will make its election by giving Tenant notice of the election within 30 days after such event. If Landlord chooses the later election, rent will be abated in proportion to the period for which the Storage Space is untenable.
- Upon any sale or other disposition of the StorageMax facility, Landlord will have the right to terminate their Lease upon 30 days notice to Tenant.
- Landlord may at any time assign this Lease, in which event Landlord shall no longer be responsible or liable under the terms of this Lease, and all the covenants, conditions and obligations of Landlord will be binding on its assignee and its assignee will be entitled to enforce all the provisions of this Lease, as well as the obligations of Tenant against Tenant.
- The captions and bold highlighted areas of this Lease are for convenience only and in no way affect the construction of the terms of this Lease or the relative importance of any part of this lease over another part.
- No provision of this Lease may be waived or changed other than by written agreement. Only a partner of Landlord may authorize any specific waiver, modification or extension of any provisions.
- This Lease is binding upon the parties, their heirs, successors, personal representatives and assigns.
- This Agreement is the entire agreement between the parties and supersedes any and all prior oral or written representations or agreements and may be modified only in writing signed by Tenant and Landlord.

Tenant warrants all information given in this Agreement, any application preceding this Agreement and/or any other information given by Tenant on which Landlord has based its decision to rent to Tenant is complete, true and accurate at the time of this Agreement."

NOTE: "I have read and understand this Agreement and understand that this written Lease Agreement represents the entire agreement between the parties."

Christa@YKCAA.ORG
 Tenant Name YKCAA License # _____
 Street Address 399 N. 1st St.
 City YAKIMA State WA Zip Code 98901
 Phone 509.8834.2050 ext 112
 E-mail Keith@YKCAA.ORG
 Emergency Contact Keith Hurley Phone [REDACTED]
 Vehicle Yr/Make _____ License# _____

Make Payment to:

834-2050
 Christa

StorageMax
 PO Box 1434
 Yakima WA 98907-98907
 E-Mail: storagemaxyakima@charter.net
 Phone: 949-2943 or 961-7373

Space Number	<u>36</u>	Tenant Acknowledges receipt of
Monthly Rent	<u>\$35</u>	<u>82-32123</u>
Prorated Rent	<u>\$25</u>	<u>1 gate entry card(s) #</u>
Full Month Rent	<u>—</u>	<u>11080927-b</u>
Card Deposit	<u>\$25</u>	<u>Christa@YKCAA.ORG</u>
Total Due	<u>\$50</u>	Landlord Signature
Amount Received	<u>\$50</u>	<u>1.10.2018</u>
Balance Due	<u>—</u>	Date
Paid Thru	<u>1.31.2018</u>	<u>Keith Hurley</u>
		Tenant Signature
		<u>Keith Hurley</u>
		Date
		<u>1.10.2018</u>



Yakima Regional Clean Air Agency
329 North First Street
Yakima, WA 98901
(509) 834-2050
yakimacleanair.org

February 1, 2018

Mr. Gary Pruitt

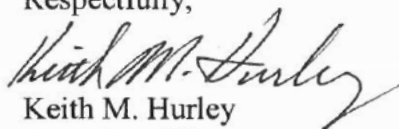

Re: Vehicle Storage Bill

Dear Gary,

This office received an invoice from you on January 5, 2017 requesting payment in the amount of \$720.00 for vehicle storage. Upon receiving the invoice I inquired of our Northwest Opacity Certification (NOC) Manager, Mr. Mark Edler, and our Fiscal Manager, Mrs. Christa Owen, if either were aware of a contract or other formal agreement whereby the Agency formally committed to pay you for vehicle storage. Both replied in the negative. Nonetheless, the Agency proceeded to issue a check to you in the prorated amount of \$19.35 for the ten days in January of this year that the two vehicles were occupying your yard. Both vehicles were then removed from your property. On January 29th of this year you sent the agency an additional invoice stating that the previous charges of \$720.00 "are for the 2017 calendar year".

After consultation with the Chairman of our Board of Directors and our legal counsel, there does not appear to be any legal basis for the Agency to make the requested payment. If you are in possession of any documentation that legally obligates the Agency to compensate you for vehicle storage at your residence, please provide me with a copy of it as soon as possible. In the absence of evidence of a formal commitment by the Agency to pay storage fees to you, those charges are not a legal obligation of the Agency

Respectfully,



Keith M. Hurley
Executive Director,
Yakima Regional Clean Air Agency

RECEIVED
MAR 23 2018
YRCAA

March 19, 2018

Keith Hurley, Director
Yakima Regional Clean Air Agency
329 N 1st St
Yakima, WA 98901

Subj: Vehicle Storage Fees

Keith,

The purpose of this letter is fourfold:

1. To provide you with some facts;
2. To appeal your decision of February 1, 2018 to not pay the charges due for vehicle storage to your Board of Directors;
3. To ask questions regarding Agency payments to other service providers; and
4. To request records pertaining to payments made to other service providers.

In early December 2016, I had a conversation with Mark Edler regarding continued storage of the Agency Smoke School Trailer and the GMC pickup truck which were on my premises at the time. I advised him that if the vehicles were going to be left on my premises, that reasonable storage fees would be charged to the Agency, beginning on January 1, 2017. Mark agreed to leave the vehicles and assured me the Agency would pay the fees. I trusted that he would make that happen and allowed the vehicles to remain on my premises for a full year, as did you. The Agency accrued a benefit of which you were fully aware and for which you should pay. Application of the Good Faith Doctrine would apply here. A written contract is not required to obligate the Agency to act in Good Faith, nor does the RCW require a written contract.

Please advise as to the process for appealing your refusal to pay to your Board of Directors. I am copying your Board Chair, Mr. Jon DeVaney with this letter to advise him of this issue and my appeal.

Please answer the following questions as relates to charges to the Agency for services provided during the calendar year 2017:

1. How many service providers were paid by the Agency?
2. What amounts were paid to each service provider?
3. How many of the service providers had written agreements with the Agency?
4. How many service provider charges to the Agency did you refuse to pay?

Please provide the following records as soon as possible in electronic format delivered to

- [REDACTED]:
1. Any and all financial records related to any service provided to the Agency during the calendar year 2017; and
 2. Any and all written agreements or contracts for services provided to the Agency which were in force during the calendar year 2017.

If you pay the total due to me, no later than April 20, 2018, I will withdraw the above request for records. I believe the record will clearly show that there is a disparity between the way you've dealt with this service provider and the way you've dealt with other service providers.

Looking forward to your prompt response,

A handwritten signature in blue ink, appearing to read "Gary W. Pruitt", with a stylized flourish at the end.

Gary W. Pruitt

Cc Mr. Jon DeVaney



Yakima Regional Clean Air Agency
329 North First Street
Yakima, WA 98901
(509) 834-2050
yakimacleanair.org

March 29, 2018

Mr. Gary Pruitt
[REDACTED]

Re: YRCAA Appeal Process

Mr. Pruitt,

Your appeal of the agency's denial of payment for vehicle storage fees has been scheduled for the April 12, 2018 YRCAA Board of Directors meeting. Your appeal will be heard as part of the final action item. You will be provided time to state the basis for your appeal to board members prior to any vote being taken.

The Board meeting will be held in the Council Chambers of the Yakima City Hall, and will begin at 2 p.m., after completion of the Study Session.

Respectfully,

Keith M. Hurley
Executive Director,
Yakima Regional Clean Air Agency