

SELAH CITY COUNCIL

4:00pm April 14, 2015



Selah City Council
 Regular Meeting
 Tuesday, April 14, 2015
 4:00pm
 City Council Chambers

Mayor:
 Mayor Pro Tem:
 Council Members:

John Gawlik
 Brooke Finch
 Paul Overby
 John Tierney
 Dave Smeback
 Allen Schmid
 Roy Sample
 Jane Williams

CITY OF SELAH
 115 West Naches Avenue
 Selah, Washington 98942

Interim City Administrator: Joe Henne
 City Attorney: Bob Noe
 Clerk/Treasurer: Dale Novobielski

AGENDA

- A. Call to Order –Mayor Gawlik
- B. Roll Call
- C. Pledge of Allegiance
- D. Agenda Changes **None**
- E. Public Appearances/Introductions/Presentations
 - 1. Mayor’s Award – Sergeant Bill Rodriguez and Mr. Travis Lamb
- F. Getting To Know Our Businesses **None**
- G. Communications
 - 1. Oral

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

- 2. Written
 - Joe Henne a. March 2015 Monthly Report for Building Permits and Inspections, Animal Control and Code Enforcement

H. Proclamations/Announcements **None**

I. Consent Agenda

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

- Monica Lake * 1. Approval of Minutes: March 24, 2015 Study Session & Council Meeting
- Dale N. * 2. Approval of Claims & Payroll

- J. Public Hearings **None**
- K. New Business **None**
- L. Old Business **None**

- M. Resolutions
 - Joe Henne 1. Resolution Authorizing the Mayor to sign Contract Number 15-93209-067 between

- Joe Henne * 2. the Department of Commerce and the City of Selah for the Energy Efficiency Project Resolution Authorizing the Mayor to sign a Supplemental Agreement Number 1 with Hui Bretse, Louman Associates, Inc. for Consultant Services for the Valleyview Ave./Third St./Southern Ave./S. First project
- Joe Henne * 3. Resolution Authorizing the Mayor to sign the Energy Contract Change Order Proposal (COP No.1) for Contract 2015-006 G (1-1P) between the Department of Enterprise Services and the City of Selah for the Energy Efficiency Project
- Joe Henne 4. Resolution Authorizing the Mayor to award the construction contract for the East Goodlander Transportation Improvement Board (TIB) Project

N. Ordinances **None**

O. Reports/Announcements

- 1. Mayor – oral portion of meeting: policy or ordinance re: procedures
- 2. Council Members
- 3. Departmental
- 4. Boards **None**

P. Executive Session

Q. Adjournment

Next Study Session April 28, 2015
 Next Regular Meeting April 28, 2015

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

A yellow AIS indicates an action item.

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



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



COUNCIL MEETING INFORMATIONAL ITEM

4/14/2015 E – 1

Title: Mayor's Award – Sergeant Bill Rodriguez and Mr. Travis Lamb

Thru: Joe Henne, Interim City Administrator

From: John Gawlik, Mayor

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

N/A

Background / Findings & Facts:

See attached letter and certificate

Recommended Motion:

N/A



Selah Police Department

617 South 1st Street • Selah, Washington 98942
Business (509) 698-7347 • Fax (509) 698-7362



Mayor John Gawlik and City Council,

Friday, April 10, 2015

On March 30th, 2015 at approximately 2:12pm, Sergeant Bill Rodriguez observed a female jogging west in the 1000 Block of W. Fremont Avenue. As he was driving past the female he noticed that she stopped suddenly and then staggered ahead for two more steps before collapsing, face first, onto the sidewalk.

Sergeant Rodriguez turned his vehicle around and returned to the female, who was sitting up on the sidewalk. Sergeant Rodriguez asked if she was alright and the female did not respond. Sgt. Rodriguez requested the fire department and an ambulance come to the scene and exited his vehicle.

Sgt. Rodriguez knelt beside the female and again asked if she was alright. The female still did not respond and began to fall. Sgt. Rodriguez caught the female and lowered her to the concrete. Sgt. Rodriguez then checked and found that the female had no pulse and was not breathing.

Sgt. Rodriguez began performing CPR. A Mr. Travis Lamb stopped and assisted Sgt. Rodriguez with CPR. Both Sgt. Rodriguez and Mr. Lamb continued CPR until they were relieved by both the Selah Fire Department and the ambulance crew.

One of the ambulance crew told Sgt. Rodriguez that the female would probably would have died had he not taken such quick action.

It is a great pleasure to recognize Sergeant Rodriguez and Mr. Lamb with the Selah Police Department's Life Saving Award.

Richard D. Hayes
Chief of Police
Selah Police Department

Cc: Personnel File - Rodriguez

SELAH POLICE DEPARTMENT

Certificate of Commendation

Life Saving Award



Presented to

Mr. Travis Lamb

For your actions on, March 30, 2014, where you recognized a medical emergency and acted quickly, providing medical assistance to a citizen, thus saving her life.

Signed this 1st day of April Year of 2015

Richard D. Hays
Chief of Police, Selah Police Department



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



COUNCIL MEETING INFORMATIONAL ITEM

4/14/2015 G – 2A

Title: March 2015 Monthly Report for Building Permits and Inspections, Animal Control and Code Enforcement

Thru: Joe Henne, Interim City Administrator

From: Joe Henne, Public Works Director

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: Not applicable

Funding Source: Not applicable

Staff Recommendation:

Informational only

Background / Findings & Facts:

Attached are the Building Permits and Inspections, Animal Control and Code Enforcement Reports for March, 2015.

Recommended Motion:

Informational only.

March 2015 Building Permit and Inspection Report

o.	Issue Date	Project	Address	Type	Master Plan	Fees
6334	3/4/2015	Mike Said/Shish Kabob Restaurant	103 S. First Street	Sign		\$100.74
6335	3/3/2015	Clayton Kirkham	205 N. 7th Street	Re-roof		\$78.60
6336	3/4/2015	Torkelson Construction	Lot 1A Bowers (181425-33419)	New Building/SFR	Yes	\$3,873.16
6337	3/4/2015	Torkelson Construction	Lot 1A Bowers (181425-33419)	New Plumbing		\$191.52
6338	3/4/2015	Torkelson Construction	Lot 1A Bowers (181425-33419)	New Mechanical		\$139.17
6339	3/4/2015	Lee/Pak Kei/123 Pita Restaurant	103 N. First Street	Sign/Façade for 123 Pita Restaurant		\$100.74
6340	3/4/2015	Harvest Community Church	302 S. First Street	New Commercial		\$498.24
6341	3/4/2015	Harvest Community Church	302 S. First Street	Commercial Plumbing		\$52.65
6342	3/4/2015	Harvest Community Church	302 S. First Street	Commercial Mechanical		\$57.99
6343	3/4/2015	Torkelson Construction	Lot 3A Bowers (181425-33421)	Footing/Foundation ONLY	Yes	\$0.00
6344	3/5/2015	AHO Construction	1602 W. Naches Ave.	Building		\$6,715.24
6345	3/5/2015	AHO Construction	1602 W. Naches Ave.	Plumbing		\$235.04
6346	3/5/2015	AHO Construction	1602 W. Naches Ave.	Mechanical		\$145.26
6347	3/5/2015	Brian Harris	701 S. First Street	Mechanical Commercial		\$47.94
6348	3/9/2015	Steve Thompson	107 Hillcrest Dr.	Furnace/Air Replacement		\$57.99
6349	3/6/2015	Barbara Schwarz	501 Senter Place	Remodel/Window replacement		\$111.46
6350	3/9/2015	Donald Currell	106 N 5th Street	Re-roof garage		\$78.60
6352	3/6/2015	Tree Top Inc.	205 S. Railroad Ave	Mechanical-Install furnace/Exhaust fans		\$101.98
6353	3/13/2015	Larry & Sarah Friedrich	40 Terry Place	Building		\$1,100.35
6354	3/13/2015	Larry & Sarah Friedrich	40 Terry Place	Plumbing		\$74.41
6355	3/13/2015	Larry & Sarah Friedrich	40 Terry Place	Mechanical		\$43.24
6357	3/11/2015	Gary Erb	1111 Heritage Hills Dr.	Building		\$7,189.08
6358	3/11/2015	Gary Erb	1111 Heritage Hills Dr.	Plumbing		\$180.64
6359	3/11/2015	Gary Erb	1111 Heritage Hills Dr.	Mechanical		\$139.17
6360	3/11/2015	Gary Erb	1111 Heritage Hills Dr.	UG Sprinklers		\$40.18
6361	3/18/2015	Phil Wells	211 Anchor Loop	Replace Deck		\$158.89
6362	3/12/2015	Valerie Hills	1700 W. First Ave	Building		\$6,906.17
6363	3/12/2015	Valerie Hills	1700 W. First Ave	Plumbing		\$235.04
6364	3/12/2015	Valerie Hills	1700 W. First Ave	Mechanical		\$135.23
6365	3/12/2015	Valerie Hills	1700 W. First Ave	UG Sprinklers		\$40.18
6366	3/17/2015	Joe Buckley	1008 W. Naches	Deck		\$596.74
6367	3/18/2015	Brianna St. Hilaire	1103 Speyers Rd.	Demolition/Mobile Home		\$78.60
6368	4/3/2015	Clara Eustis	204 N 3rd St	Demolition/Garage		\$78.60
6369	3/20/2015	Bruce Sears	105 #B S. First Street	Commercial Plumbing/Candy manufacturing		\$41.77
6374	3/26/2015	John Norbert	1011 Goodlander Dr.	UG Sprinklers		\$40.18
					TOTAL:	\$29,664.79

total Building Inspections for March 2015: 128

ANIMAL CONTROL

MARCH 2015

<u>DATE</u>	<u>LOCATION</u>	<u>PROBLEM/CONCERN</u>	<u>ACTION TAKEN</u>	<u>RESULTS</u>
5-Mar	900 BLK FREMONT	LOOSE DOG	TAKEN TO SHELTER	OWNER P/U
6-Mar	1300 BLK JESSICIA DR.	BARKING DOG	NOT BARKING -15 MIN OBSERVATION	CHECK @ LATER DATE
23-Mar	10 BLK N 3RD	DOG BITE ON ANOTHER DOG	OWNER QUARINTINE	NO ISSUES-CLEAR
24-Mar	500 BLK JAMIE DR.	BARKING DOG	LEFT DOOR HANGER W/ PROBLEM	NO FURTHER COMPLAINTS
25-Mar	300 BLK VALLEYVIEW	LOOSE DOG	UNABLE TO LOCATE	
27-Mar	100 BLK E BARTLETT	TOO MANY DOGS	SPOKE TO OWNER	GAVE AWAY 1 DOG
30-Mar	1300 BLK SPEYERS	DEAD DOG	CLEANED UP	
31-Mar	500 BLK SUNRISE PL.	LOOSE DOG	OWNER FUND	
31-Mar	1300 BLK JESSICIA DR.	BARKING DOG	STILL NOTHING 10 MIN OBSERVATION	
	MARCH 9-20	ANIMAL CONTROL ACADEMY	CJTC -BURIAN WA	GRADUATED

CODE ENFORCEMENT

MARCH 2015

<u>ADDRESS</u>	<u>DATE</u>	<u>COMPLAINT-VIOLATION</u>	<u>ACTION TAKEN</u>	<u>RESULTS</u>
800 BLK W HOME AVE.	4-Mar	BIG HOLE IN BACK YARD	CONTACTED OWNER	FILLING IT IN
100 BLK PARK AVE.	6-Mar	PARKING @ CIVIC CENTER	CONTACTED OWNER	CARS MOVED
100 BLK E HOME AVE.	23-Mar	DEBRIS IN ALLEY WAY	CONTACTED OWNER	PROGRESS MADE
400 BLK S 5TH STREET	26-Mar	WEEDS	CONTACTED BANK	CLEAR 1ST WK IN APRIL
12TH & FREMONT	26-Mar	SHRUBS BLOCKING VIEW/TRAFFIC	LETTER SENT	NO IMPROVEMENTS YET
200 BLK E NACHES AVE	30-Mar	APPLES ON SIDEWALK/ ROADWAY	CONTACTED TREE TOP	CLEANED UP
RUSHMORE & NACHES	31-Mar	APPLE SLURRY ON ROADWAY	CONTACTED MUNSON FRUIT	CLEANED UP
MARCH 9-20		ANIMAL CONTROL ACADEMY	CJTC-BURIAN WA	GRADUATED



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



COUNCIL MEETING ACTION ITEM

4/14/2015 I - 1

Title: Approval of Minutes: March 24, 2015 Study Session & Council Meeting

Thru: Joe Henne, Interim City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Approval of Minutes

Background / Findings & Facts:

See Minutes for details.

Recommended Motion:

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

Study Session Minutes
Selah City Council
February 24, 2015
5:30pm

Mayor Gawlik opened the Study Session. He welcomed Donald Wayman to the Study Session and introduced him to the Council Members.

Donald Wayman approached the podium and addressed the Council. He talked about his impressions of Selah, his background and his education. He discussed dealing with budgets and savings when dealing with a lack of funding, and the need to review programs and procedures to look for more efficient or cost-saving ways to approach them. He addressed commerce and the need for a truck stop to address the needs of the truck traffic coming through Selah. He agreed that aggressive training is necessary for the City's employees and that they should be recognized for their accomplishments.

Discussion followed.

The Study Session ended at 5:55pm.

City of Selah
Council Minutes
March 24, 2015

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

A. Call to Order Mayor Gawlik called the meeting to order at 6:30pm.

B. Roll Call

Members Present: Dave Smeback; Paul Overby; Allen Schmid; Roy Sample; Jane Williams

Members Excused: John Tierney; Brooke Finch

Staff Present: Joe Henne, Interim City Administrator; Gary Hanna, Fire Chief; Jim Lange, Deputy Fire Chief; Rick Hayes, Police Chief; Dale Novobielski, Clerk/Treasurer; Charles Brown, Recreation Manager; Tom Durant, Community Planner; Andrew Potter, Assistant to the City Administrator; Monica Lake, Executive Assistant

C. Pledge of Allegiance

Council Member Smeback led the Pledge of Allegiance. Pastor Brad Hill led the prayer.

D. Agenda Changes

E. Public Appearances/Introductions/ Presentations

1. Selah Royalty

Ray Roff, the current Selah Community President, approached the podium and introduced the 2014 Miss Selah and her court.

Queen Millie expressed her thanks to the Council the Mayor and the Department Heads. She commented that they took the Selah float to fifteen other communities as well as fairs in Olympia and Seattle.

Princess Katie said that they have been involved in many different events such as Community Days, the July 4th parade, Whispers of Christmas, Halloween at the Civic Center, donkey basketball, and Volunteering at the Yakima Valley School.

Princess Bailey stated that their new theme is the Viking Roar, and that this year's float is a Viking ship. She noted that the theme was chosen to reflect the changes that the Selah School District is making, to become a more unified community.

Mayor Gawlik remarked that he is looking forward to seeing the new float in this year's parade.

2. Introduction of Jim Lange, Deputy Fire Chief

Fire Chief Hanna introduced Jim Lange, the new Deputy Fire Chief.

Deputy Fire Chief Lange said that he is excited about working in Selah.

Council Member Williams inquired if he lives in Selah.

Deputy Fire Chief Lange responded in the negative, adding that he's spent the last few days looking for a house in Selah.

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

G. Communications

1. Oral

Mayor Gawlik opened the meeting.

Carl Torkelson, 101 Heritage Hills Drive, approached the podium and addressed the Council. He provided Council with a copy of an addendum, dated prior to him moving forward with the Bowers project, saying that he wanted to address what he felt were slanderous comments made by Mr. Worby at the previous Council Meeting. He stated that he felt it was important to come before the Council and provide them with documentation refuting Mr. Worby's claim. He hoped that, in the future, these matters would be discussed with the Public Works department rather than being brought before Council, adding that none of the local builders want to be accused of falsely doing business. He remarked that he and Mr. Bowers have been friends for a number of years and that Mr. Bowers was involved in the process of developing the property in question.

Wayne Petterson approached the podium and addressed the Council. He passed around the latest rendering of his proposed Welcome to Selah sign and stated that the deadline for donating his sculpture to the City is April 15th. He expressed his dissatisfaction with what he felt is a lack of leadership on both the City Council and the Selah Downtown Association regarding a decision on his proposal.

Wayne Worby, 200 Weems Way, approached the podium and addressed the Council. He stated that he stands by what he saw, and that he's unsure why Council Member Sample was unable to access the information when he had been able to obtain it. He passed around a copy of the Somerset I Final Plat Review letter issued by the City, which listed Council Member Sample as one of the recipients, as proof of his claim. He read aloud a letter from the City's Public Records Officer stating that there were no records available regarding a withdrawal of Somerset II, adding that he'd also submitted a request for

the map and received the same response. He ended by saying that the information available doesn't seem to be consistent with what has been stated verbally.

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

2. Written **None**

H. Proclamations/Announcements **None**

I. Consent Agenda

Council Member Overby noted a correction on the March 10, 2015 minutes; the meeting was called to order at 4:00 pm, not 6:30 pm.

Council Member Smeback moved to add M – 3 and N – 2 to the Consent Agenda.

Council Member Schmid requested that N – 2 not be placed on Consent.

Motion died due to lack of a second.

Executive Assistant Lake read the Consent Agenda.

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

* 1. Approval of Minutes: February 24, 2015 Study Session & Council Meeting;
March 10, 2015 Council Meeting

* 2. Approval of Claims & Payroll:

Payroll Checks Nos. 78371 – 78411 for a total of \$159,122.69

Claim Checks Nos. 65468 – 65540 for a total of \$139,626.29

Council Member Schmid moved, and Council Member Williams seconded, to approve the Consent Agenda as read. By voice vote, approval of the Consent Agenda was unanimous.

J. Public Hearings **None**

K. New Business

1. Community Services Specialist Pay Scale Adjustment

Police Chief Hayes addressed K – 1. He said that the amount budgeted for the new position was inadvertently put into the 2015 budget on the low end of the pay scale, and that he'd like to increase the amount to adequately compensate the person they wish to hire, who has extensive experience. He reviewed the amounts as provided in the packet, and requested that he be allowed to hire at the middle of the pay scale.

Council Member Overby asked if his purpose in pointing out dependents was to clarify a portion of the costs associated with a family being insured as opposed to a single individual.

Police Chief Hayes responded in the affirmative, adding that the person he wishes to hire is single with no dependents, which will save the City a considerable amount of money on benefits.

Council Member Schmid moved, and Council Member Williams seconded, to approve the Community Services Specialist Pay Scale Adjustment. Roll was called: Council Member Overby – yes; Council Member Smeback –yes; Council Member Schmid – yes; Council Member Sample – yes; Council Member Williams – yes. By voice vote, approval was unanimous.

L. Old Business **None**

M. Resolutions

1. Resolution Authorizing Participation in Reimbursement Obligations with the Washington State Treasurer for Energy Efficiency Projects

Interim City Administrator Henne addressed M – 1. He said that projects that are either State or Federally funded have a lot of paperwork and contracts, and that one of the requirements for this project, from the Washington State Treasurer, was to notify them of our intent to request funding. He added that there will be another set of contracts with the Department of Commerce as well as a set for the State Treasurer, that will allow them to sell bonds in August to cover the costs of the loan. He commented that part of their requirements for this is to have this Resolution adopted prior to them preparing a contract.

Council Member Schmid wondered when the project would be started.

Interim City Administrator Henne responded that he'd anticipated having it started by now, but the contracts keep coming in. He expressed his hope to start in May, with a completion date of December.

Council Member Schmid moved, and Council Member Overby seconded, to approve the Resolution Authorizing Participation in Reimbursement Obligations with the Washington State Treasurer for Energy Efficiency Projects. Roll was called: Council Member Overby – yes; Council Member Smeback –yes; Council Member Schmid – yes; Council Member Sample – yes; Council Member Williams – yes. By voice vote, approval was unanimous.

Council took a ten minute recess.

P. Executive Session *****RELOCATED*****

1. 15 Minute Session – Qualifications of an Applicant RCW 42.30.110 (1)(g)

Council went into Executive Session at 7:12pm. At 7:27pm, Council went back on the record. Mayor Gawlik stated that no action was taken during the Executive Session.

M. Resolutions - Continued

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

Council Member Smeback moved, and Council Member Sample seconded, to approve the Resolution authorizing the Mayor to sign an Employment Agreement with Donald Wayman for the City Administrator position. Roll was called: Council Member Overby – yes; Council Member Smeback –yes; Council Member Schmid – yes; Council Member Sample – yes; Council Member Williams – yes. By voice vote, approval was unanimous.

3. Resolution Denying the Preliminary Plat of “Somerset II” (912.42.14-05) and Adopting Findings and Conditions of Preliminary Plat Denial

Community Planner Durant addressed M – 3. He stated that Council had voted to deny the plat and adopt the Hearing Examiner’s findings at the February 24th meeting, and that the item was continued at the last meeting.

Council Member Sample apologized to his fellow Council Members for his anger at the last meeting, saying that he’d like to clarify a couple items. He said that he met with Planner Durant on March 17th, at which time he verbally expressed his decision to withdraw the plat, and that he submitted a new proposal that same day, with maps and supporting documents. He stated that he did not own any of Somerset I; he worked with the engineer to develop the owners’ property and was part owner of the partnership. He noted that the map in question was part of the Council packet from the February 24th meeting.

Council Member Smeback moved, and Council Member Williams seconded, to approve the Resolution Denying the Preliminary Plat of “Somerset II” (912.42.14-05) and Adopting Findings and Conditions of Preliminary Plat Denial. Roll was called: Council Member Overby – yes; Council Member Smeback –yes; Council Member Schmid – yes; Council Member Sample – yes; Council Member Williams – yes. By voice vote, approval was unanimous.

N. Ordinances

1. Ordinance Amending the Duties and Powers of the City’s Land Use Hearing Examiner

Joe Henne addressed N – 1. He said that Council had discussed the issues they want to see the Hearing Examiner review and those they want the Planning Commission to see, and that this Ordinance was drafted by the City Attorney to reflect those desires.

Council Member Williams remarked that the municipal code states that the Hearing Examiner shall meet with the Planning Commission and the City Council on an annual basis for the purpose of reviewing land use policies, and suggested postponing a vote on the Ordinance until after Council has met with the Hearing Examiner. She noted that there are places in the code that effect land use issues and Hearing Examiner procedures and duties that aren’t addressed by this Ordinance, which she felt should be addressed all at once to avoid any conflicts.

City Attorney Noe felt that Council Member Williams made a valid point, as this Ordinance outlines the authority of the Hearing Examiner to hear quasi-judicial matters but doesn't address every time the hearing Examiner is mentioned throughout the entire code

Council Member Williams reiterated that the code states that the Hearing Examiner is supposed to meet with the Council on an annual basis.

Council Member Schmid commented that that hasn't happened since he's been on the Council.

City Attorney Noe observed that this would be a good opportunity to bring him in.

Council Member Overby remarked that Council Member Williams Jane has some good points and that he agreed with taking more time to clean up the code in advance rather than afterwards.

Council Member Sample moved, and Council Member Overby seconded, to postpone the Ordinance Amending the Duties and Powers of the City's Land Use Hearing Examiner. By voice vote, approval was unanimous.

Council Member Williams wondered if they could invite the Hearing Examiner appear before the Council within the next sixty days to discuss land use issues and the proposed changes to the code.

Mayor Gawlik responded that the time element proposed may not be possible, but staff will take steps to get in touch with him and find out when he's available.

Council Member Schmid said that he would like to see it as a study session.

Interim City Administrator Henne commented that he will talk with Planner Durant about it; they'll contact the Hearing Examiner to find out when he'll be available.

2. Ordinance Amending the 2015 Budget for 2014 Bond Utility Tax Revenues in Excess of Debt Service

Clerk/Treasurer Novobielski addressed N – 2. He shared the results of the 2014 collection of the fifteen percent bond utility tax, noting that it resulted in revenues of one hundred eighty-one thousand dollars in excess of the required bond payments, which he recommends be divided between paying back accelerated principal on the bonds and replenishing the depleted reserves

Mayor Gawlik observed that they are fulfilling their promise to the voters to expedite the payments of the loan and reach the sunset sooner than anticipated.

Council Member Schmid asked for a review of the 2013 tax disbursement.

Clerk/Treasurer Novobielski briefly reviewed the 2013 numbers, noting that the City paid an additional fifty thousand on the principal and returned one hundred seven thousand to reserve funds. He handed out

a projected schedule for repayment of the loan, adding that the bond repayment and replenishment of the reserves will be paid off approximately one point five years earlier than originally estimated.

Council Member Schmid inquired if they would have the opportunity to buy down a portion of the bonds again.

Clerk/Treasurer Novobielski responded in the affirmative, noting that, while the refinance doesn't offer that option, some of the bonds were purchased by the utility department when they appeared on the market, and that more may be available to purchase next year. He added that buying our own bonds resulted in a lower rate and is also a good deal for the utilities department.

Council Member Schmid moved, and Council Member Overby seconded, to approve the Ordinance Amending the 2015 Budget for 2014 Bond Utility Tax Revenues in Excess of Debt Service. Roll was called: Council Member Overby – yes; Council Member Smeback –yes; Council Member Schmid – yes; Council Member Sample – yes; Council Member Williams – yes. By voice vote, approval was unanimous.

O. Reports/Announcements

1. Mayor

Mayor Gawlik thanked Interim City Administrator Henne for his hard work running both the Public Works Department and the City. He expressed his pleasure that the City is keeping its promise to the taxpayers regarding additional payments on the bonds.

2. Council Members

Council Member Overby had no report.

Council Member Sample had no report.

Council Member Smeback had no report.

Council Member Williams had no report.

Council Member Schmid noted that April 5th is the home opener for the Seattle Mariners.

3. Departmental

Police Chief Hayes thanked Council for approving the salary adjustment.

Fire Chief Hanna said that his second in command is getting settled in. He remarked that he's jumped right into training; he is the department's safety officer and is also working on fire marshal stuff. He noted that the safety committee did the annual stations inspection last week.

Recreation Manager Brown said that they have the April 1st Spring Party fundraiser at Wixson Park, which is being used to raise funds for the Volunteer Park project this year. He noted that the Easter egg hunt will be Saturday, April 4th, from eleven to twelve, with Breakfast with the Easter Bunny held prior to that.

Council Member Williams wondered if the April 1st event had been advertised in the schools.

Recreation Manager Brown responded in the affirmative, saying that they had flyers in the schools as well as announcements on the radio.

Planner Durant said that he is working through the backlog, and that within the next thirty days they should have most of the backlog done and be moving forward at a normal pace. He remarked that the Hearing Examiner will be conducting a meeting the next day, and that he will invite him to meet with the Council.

Clerk/Treasurer Novobielski stated that Breakfast with the Easter Bunny is put on by the Kiwanis; it starts at 8am, and they will have Tree Top apple juice, ham and pancakes. He said that the current sales tax revenues for 2015 are sitting at just over thirty percent of the budget.

Interim City Administrator Henne said that they've started the first meter reads of the year, and are dealing with leak and seep issues. He commented that they will be receiving new handhelds once the new software has been installed, but until then they are doing the reads by hand. He noted that the ball tournaments have already started for the season, and welcomed Mr. Wayman to the City, saying that he's looking forward to working with him.

Council Member Schmid thanked Interim City Administrator Henne for stepping in and doing an outstanding job as the Interim City Administrator.

City Attorney Noe had no report.

4. Boards **None**

P. Executive Session *****RELOCATED*****

1. 15 Minute Session – Qualifications of an Applicant RCW 42.30.110 (1)(g)

Q. Adjournment

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

The meeting adjourned at 7:58pm.

John Gawlik, Mayor

Paul Overby, Council Member

Dave Smeback, Council Member

EXCUSED
Brooke Finch, Mayor Pro Tem

Jane Williams, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

EXCUSED
John Tierney, Council Member

Allen Schmid, Council Member

Roy Sample, Council Member



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



COUNCIL MEETING ACTION ITEM
4/14/2015 I – 2

Title: Claims & Payroll

Thru: Joe Henne, Interim City Administrator

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: See Check Registers.

Funding Source: Various. See Check Registers.

Staff Recommendation:

Approval of Claims & Payroll as listed on Check Registers.

Background / Findings & Facts:

See check Registers.

Recommended Motion:

Motion to Approve the Consent Agenda as read. (This item is part of the Consent Agenda)



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



COUNCIL MEETING ACTION ITEM

4/14/2015 M – 1

Title: Resolution Authorizing the Mayor to sign Contract Number 15-93209-067 between the Department of Commerce and the City of Selah for the Energy Efficiency Project.

Thru: Joe Henne, Interim City Administrator

From: Joe Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: None

Funding Source: grant monies

Staff Recommendation:

Acceptance and approval.

Background / Findings & Facts:

The purpose of this performance-based contract is to provide the City with grant funds for operational cost savings improvements for the City of Selah's Energy Efficiency project.

Recommended Motion:

Approve the resolution and authorize the Mayor sign Contract Number 15-93209-067.



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



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

Date:	Action Taken:
5/13/2014	Resolution authorizing the Mayor to sign an Interagency Agreement between the City of Selah and DES to provide energy conservation project management.
7/8/2014	Resolution authorizing the Mayor to enter into an Agreement with DES for an Audit Agreement.
3/10/2015	Resolution Authorizing the Mayor to sign an Interagency Amendment No. 1 between the City of Selah and the Washington State Department of Enterprise Services (DES), Facilities Division, Engineering and Architectural Services.
3/10/2015	Resolution Authorizing the Mayor to sign a Funding Approval for Contract No. 2015-006 A (1) between the City of Selah and the State of Washington Department of Enterprise Services (DES) for the WWTP and Exterior Lighting Energy Efficiency Project.
3/10/2015	Resolution Authorizing the Mayor to sign a Funding Approval for Contract No. 2015-006 G (1-1) between the City of Selah and the State of Washington Department of Enterprise Services (DES) for the WWTP and Exterior Lighting Energy Efficiency Project.
3/24/2015	Resolution Authorizing participation in reimbursement obligations with the Washington State Treasurer for Energy Efficiency Projects.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN CONTRACT NUMBER 15-93209-067 BETWEEN THE DEPARTMENT OF COMMERCE AND THE CITY OF SELAH FOR THE ENERGY EFFICIENCY PROJECT

WHEREAS, The City of Selah wishes to replace aging and non-energy efficient equipment at the Waste Water Treatment Plant, retrofit city owned street lights with LED heads and LED upgrades to exterior lighting at various locations, and;

WHEREAS, the City of Selah seeks approval for the proposed Contract Number 15-93209-067 with the Department of Commerce, and;

WHEREAS, the purpose of the contract is to provide the City of Selah with funds appropriated under the 2013-2015 Energy Efficiency and Solar Grants program and specifically for the awarded City of Selah Energy Efficiency project, and;

WHEREAS, the grant amount for the energy efficiency project is \$ 407,050.00, and;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign Contract Number 15-93209-067 between the Department of Commerce and the City of Selah for the Energy Efficiency Project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14th day of April, 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

Robert Noe, City Attorney

RESOLUTION NO. _____



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

www.commerce.wa.gov

March 20, 2015

Mr. Joe Henne
Public Works Director
City of Selah
115 West Naches Avenue
Selah, WA 98942



Dear Mr. Henne:

Enclosed for your review and signature are two originals of proposed Contract Number 15-93209-067 between the Department of Commerce and the City of Selah. The purpose of the contract is to provide your organization with funds appropriated under the 2013-15 Energy Efficiency and Solar Grants program solely and specifically for the awarded City of Selah Energy Efficiency project.

Please review the contract carefully. If it meets with your approval, please have an authorized individual sign and date where indicated (the Contract Face Sheet and Attachments A through D) and return both copies to me. We will sign them and return a fully executed original to you for your records.

If you have any questions or need additional information, please call me at (360) 725-4045. I can also be reached by email at tom.stilz@commerce.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Stilz".

Tom Stilz, Project Manager
Capital Programs

Enclosures





Department of Commerce

Innovation is in our nature.

Interagency Agreement with

City of Selah

through

2013-2015 Energy Efficiency and Solar Grants
for Local Governments

(Engrossed Substitute Senate Bill 5035, Chapter 19, Laws of 2013,
2nd Special Session, Section 1075)

Start date: July 1, 2013

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FACE SHEET

Grant Number: 15-93209-067

**Washington State Department of Commerce
Community Services & Housing Division
Community Capital Facilities Unit**

1. Grantee City of Selah 115 West Naches Avenue Selah, Washington 98942		2. Grantee Doing Business As (optional)	
3. Grantee Representative Joe Henne Public Works Director 509-698-7328 jhenne@ci.selah.wa.us		4. COMMERCE Representative Tom Stilz Program Manager 360-725-4045 tom.stilz@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 	
5. Grant Amount \$407,050.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2013	8. End Date June 30, 2017
9. Federal Funds (as applicable) N/A	<u>Federal Agency</u> N/A	<u>CFDA Number</u> N/A	
10. Tax ID # N/A	11. SWV # 0098117-16	12. UBI # N/A	13. DUNS # N/A
14. Grant Purpose The purpose of this performance-based contract is to provide Washington's local governments with grant funds for operational cost savings improvements that result in energy and operational cost savings in accordance with ESSB 5035, Chapter 19, Laws of 2013, 2 nd Special Session, Section 1075.			
COMMERCE, defined as the Department of Commerce or its successor agency, and the Grantee, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Agreement Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Total Project Budget, Attachment "C" – Certification of Availability of Funds to Complete the Project, Attachment "D" – Certification of the Payment and Reporting of Prevailing Wages.			
FOR GRANTEE <hr/> John Gawlik, Mayor <hr/> Date		FOR COMMERCE <hr/> Diane Klontz, Assistant Director CSHD <hr/> Date APPROVED AS TO FORM ONLY Signature on file.	

**SPECIAL TERMS AND CONDITIONS
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THIS CONTRACT, entered into by and between the City of Selah (a unit of local government hereinafter referred to as the Grantee), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation in ESSB 5035, Chapter 19, Laws of 2013, 2nd Special Session, Section 1075 to support the 2013-2015 Energy Efficiency and Solar Grants for Local Governments Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the Grantee is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

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

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

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$407,050.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The Grantee may be reimbursed, at the rate set forth elsewhere in this contract, for work completed beginning July 1, 2013. Eligible project expenditures are in the following cost categories:

A. Design, engineering, architectural, planning services and nongrant overhead and profit;

B. Construction management and observation (from external sources only);

C. Construction costs including, but not limited to, the following:

- Demolition;
- Site preparation;
- Permits and fees;
- Labor and materials;
- Taxes on Project goods and services;
- Capitalized equipment;
- Information technology infrastructure; and
- Landscaping.

**SPECIAL TERMS AND CONDITIONS
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4. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Grantee for 100% of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the Grantee shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The Grantee shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The Grantee shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, confirming that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the Grantee with authority to bind the Grantee. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 9, hereof.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices.

Project Status Report

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the Grantee.

Advance Payments

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

Duplication of Billed Costs

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

Disallowed Costs

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

Termination

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

5. INSURANCE

Grantees and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management

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programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

6. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages

7. REPORTING OF JOBS FUNDED

The Grantee shall provide to Commerce each quarter a completed "2013-15 Energy Efficiency and Solar Grants Quarterly Report" which will identify the number of hours worked and jobs funded by the Project. For the purposes of this agreement, "quarterly" shall be defined as follows:

- July through September, 2013
- October through December, 2013
- January through March, 2014
- April through June, 2014
- July through September, 2014
- October through December, 2014
- January through March, 2015
- April through June, 2015
- July through September, 2015
- October through December, 2015
- January through March, 2016
- April through June, 2016 including additional quarters if necessary (per below)

The Grantee shall submit the 2013–2015 Energy Efficiency and Solar Grants Quarterly Report to Commerce as applicable within ten (10) calendar days following the end of each quarter **until all work on the Project has been completed and no additional jobs are being funded**. Commerce will email a Reporting file to each Grantee when the contract has been executed.

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8. ONGOING MEASUREMENT & VERIFICATION

Measurement and Verification of Energy Savings (ESPC – Energy Savings Performance Contracting Projects)

After the Project has been completed and the Notice of the Commencement of Energy Savings has been issued, ongoing measurement and verification (M&V) begins, in order to verify that the guaranteed energy savings occurs.

The recommended minimum length of M&V is three (3) years. However, Grantees are encouraged to have M&V performed for the length of the financing term to extend the energy savings guaranteed for the Project. The proposed length of the ongoing M&V period should be identified in the Energy Services Proposal (ESP).

The Grantee shall submit an annual Measurement and Verification Report to Commerce by February 15th of each year for the prior calendar year until all measurement and verification requirements have been satisfied.

Each Measurement and Verification Report shall include:

1. An **executive summary** that gives a brief description of the energy efficiency measures (EEMS) identified and if the guaranteed energy savings were achieved;
2. The **report** shall include the following:
 - a. Calculation of the energy savings verified for each measure.
 - b. A brief description of any changes to the subject facilities. If these changes have an impact on the verified energy savings, this needs to be identified and the impact calculated.
 - c. Any other deliverables that were proposed, such as greenhouse gas reduction calculations or building energy performance benchmarks.
 - d. All physical measurements that were performed (i.e., boiler combustion test results, motor runtime logs). If necessary, these can be attached via appendix to the main report.
 - e. A list of remedies the Energy Services Company (ESCO) will provide if the guaranteed savings are not being met. Specify whether and by when the physical aspects of the project that led to the loss of savings will be corrected. Specify how the ESCO will reimburse the Grantee for the identified differences between the verified savings and the guaranteed level of savings. Specify the timing of when the ESCO will make the reimbursement to the Grantee.

The guaranteed minimum energy savings identified in the ESP and the verified actual energy savings should be identified in tabular form for easy reference by the Grantee and Commerce. The energy savings should be:

1. Identified in the native unit of measure for each utility commodity, such as kWh or Therms for both guaranteed and verified energy savings;
2. Translated into utility bill dollar savings; and
3. Denoted in dollars, using the energy rates in effect at the time the ESP was prepared.

Measurement and Verification of Energy Savings (Non-ESPC Projects)

Projects that do not use Energy Savings Performance Contracting must verify energy and operational cost savings for ten (10) years or until the energy and operational cost savings pay for the Project, whichever is shorter. They must also follow the Department of Enterprise Services (DES) energy savings performance contracting project guidelines. Third-party verification must be performed by one of the following:

1. An energy savings performance contractor selected by DES through a request for qualifications;
2. A licensed engineer that is a certified energy manager;

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3. A project resource conservation manager; or
4. An educational service district resource conservation manager.

The Grantee shall submit an annual Measurement and Verification Report to Commerce by February 15th of each year for the prior calendar year until all M&V requirements have been satisfied.

Each Measurement and Verification Report shall include:

1. An **executive summary** that gives a brief description of the energy efficiency measures (EEMS) identified and if the estimated energy savings were achieved;
2. The **report** shall include the following:
 - a. Calculation of the energy savings verified for each measure.
 - b. A brief description of any changes to the subject facilities. If these changes have an impact on the verified energy savings, this needs to be identified and the impact calculated.
 - c. Any other deliverables that were proposed, such as greenhouse gas reduction calculations or building energy performance benchmarks.
 - d. All physical measurements that were performed (i.e., boiler combustion test results, motor runtime logs). If necessary, these can be attached via appendix to the main report.

The estimated energy savings identified in the final Investment Grade Audit and the verified energy savings should be identified in tabular form for easy reference by the Grantee and Commerce. The energy savings should be:

1. Identified in the native unit of measure for each utility commodity, such as kWh or Therms for both estimated and verified energy savings;
2. Translated into utility bill dollar savings; and
3. Denoted in dollars, using the energy rates in effect at the time of the report was completed.

9. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2015, will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

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1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce or its successor agency.
- C. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Grantee.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not an employee of the Grantee, who is performing all or part of those services under this Agreement under a separate Agreement with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADVANCE PAYMENTS PROHIBITED

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

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

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

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. APPROVAL

This Agreement shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

7. ASSIGNMENT

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

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8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys fees and costs.

9. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate audits and shall ensure that Subcontractors also maintain auditable records.

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

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's records must be available for review by COMMERCE.

C. Documentation Requirements

The Contractor must send a copy of any audit report no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter and Management Decision Letter, where applicable.

If the Contractor is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to Commerce; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

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2. All material produced by the Grantee that is designated as "confidential" by COMMERCE and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Agreement whenever the Grantor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

12. COPYRIGHT PROVISIONS

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

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

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

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

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Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

13. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with COMMERCE's Director, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Agreement number; and
- be mailed to the Director and the other party's (respondent's) Agreement Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT

The Grantee certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other Agreement, subcontract, or other source.

15. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

16. GOVERNING LAW AND VENUE

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

17. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Grantee's performance or failure to perform the Agreement. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Grantee, COMMERCE, the state of Washington, its officers, employees and authorized agents.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

18. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

19. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

20. LAWS

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

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter RCW 42.17A.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

21. LICENSING, ACCREDITATION AND REGISTRATION

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

22. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Agreements with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

24. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter RCW 42.17A and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Agreement for working for or against ballot measures or for or against the candidacy of any person for public office.

25. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

26. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

27. RECAPTURE DISINCENTIVE

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

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

28. RECORDS MAINTENANCE OUTPUT

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Grantee shall retain such records for a period of six years following the date of final payment.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

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

29. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

30. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Grantee shall provide access to its facilities for this purpose.

31. SAVINGS

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

32. SEVERABILITY

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

33. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

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

34. SURVIVAL

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

35. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

36. TERMINATION FOR CAUSE / SUSPENSION DISINCENTIVE

In event COMMERCE determines that the Grantee failed to comply with any term or condition of this Agreement, COMMERCE may terminate the Agreement in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, COMMERCE upon written notice may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, COMMERCE may suspend further payment to the Grantee in whole or in part, or may restrict the Grantee's right to perform duties under this Agreement. Failure by the Grantee to take timely corrective action shall allow COMMERCE to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when COMMERCE determines that the Grantee did not fail to comply with the terms of the Agreement or when COMMERCE determines the failure was not caused by the Grantee's actions or negligence.

If the Agreement is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).

37. TERMINATION FOR CONVENIENCE

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

38. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by COMMERCE, the Grantee shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Agreement;
- C. Assign to COMMERCE all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Grantee to settle such claims must have the prior written approval of COMMERCE; and
- D. Preserve and transfer any materials, Agreement deliverables and/or COMMERCE property in the Grantee's possession as directed by COMMERCE.

Upon termination of the Agreement, COMMERCE shall pay the Grantee for any service provided by the Grantee under the Agreement prior to the date of termination. COMMERCE may withhold any amount due as COMMERCE reasonably determines is necessary to protect COMMERCE against potential loss or liability resulting from the termination. COMMERCE shall pay any withheld amount to the Grantee if COMMERCE later determines that loss or liability will not occur.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

The rights and remedies of COMMERCE under this section are in addition to any other rights and remedies provided under this Agreement or otherwise provided under law.

39. WAIVER

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

Scope of Work

The Grantee will use these grant funds to implement operational cost savings improvements at their local government facilities and related projects that result in energy and operational cost savings in accordance with ESSB 5035, Chapter 19, Laws of 2013, 2nd Special Session, Section 1075. The work will be performed in accordance with the more detailed scope of work found in the Energy Services Proposal, Exhibit 2015-006 A (1) prepared by Ameresco, Inc. for the City of Selah, Washington, dated January 8, 2015, incorporated herein by reference as if specifically set forth.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Total Project Budget

Line Item	Amount
Audit, Design, Construction Management	\$172,079.00
Labor & Materials, Tax on Streetlights	\$1,045,284.00
ESCO OH/P, Bonding	\$206,510.00
Contingency, M&V (Years 1, 2, 3)	\$73,848.00
WA State Sales Tax	\$107,707.00
DES Project Management Fees	\$56,000.00
Total Contracted Amount:	\$1,661,428.00

The Grantee, by its signature, certifies that the Total Project Budget set forth above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
Estimated Utility Incentives	\$94,448.00	
City of Selah contribution	\$1,143,788.00	
City of Selah Years 2 & 3 M&V (Amer + DES)	\$16,142.00	
Total Non-State Funds	\$1,254,378.00	\$1,254,378.00
State Funds		
State Capital Budget	\$407,050.00	\$407,050.00
Total Non-State and State Sources		\$1,661,428.00

The Grantee, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the Grantee's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

GRANTEE

TITLE

DATE

Certification of the Payment and Reporting of Prevailing Wages

The Grantee, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as June 15, 2011, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the Grantee for the purpose of construction, applicable State Prevailing Wages must be paid.

The Grantee, by its signature, certifies that the declaration set forth above has been reviewed and approved by the Grantee's governing body as of the date and year written below.

GRANTEE

TITLE

DATE



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



COUNCIL MEETING ACTION ITEM

4/14/2015 M – 2

Title: Resolution Authorizing the Mayor to sign a Supplemental Agreement Number 1 with Huibregtse, Louman Associates, Inc. for Consultant Services for the Valleyview Ave./Third St./Southern Ave./S. First project.

Thru: Joe Henne, Interim City Administrator

From: Joe Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: None

Funding Source: N/A

Staff Recommendation:

Acceptance and approval.

Background / Findings & Facts:

The City has a consultant services agreement with HLA for engineering design services for the reconstruction and widening of the roadway, construct sidewalks, curb, gutter, storm drainage improvements, street lights, and signalization for the Valleyview project. The supplemental agreement allows for the project completion date to be changed to 12/31/2016 with no changes to scope of work or payment.



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



Recommended Motion:

Approve the resolution and authorize the Mayor to sign the supplemental agreement.

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

Date:

Action Taken:

[Click here to enter a date.](#) [Click here to enter text.](#)

[Click here to enter a date.](#) [Click here to enter text.](#)

[Click here to enter a date.](#) [Click here to enter text.](#)

[Click here to enter a date.](#) [Click here to enter text.](#)

[Click here to enter a date.](#) **TITLE OF ITEM**

[Click here to enter a date.](#) [Click here to enter text.](#)

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE HUIBREGTSE,
LOUMAN ASSOCIATES, INC. SUPPLEMENTAL AGREEMENT NUMBER 1 FOR
THE VALLEYVIEW AVE./S. THIRD ST./SOUTHERN AVE./S. FIRST PROJECT.**

WHEREAS, the City of Selah wishes to sign a Supplement Agreement with the Huibregtse, Louman Associates, Inc. for the Valleyview Ave./S. Third St./Southern Ave./S. First Project, and

WHEREAS, this extends the completion date to December 31, 2016 and the scope of work for the project and the maximum amount payable remains unchanged;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be authorized to sign the Supplement Agreement No. 1 with Huibregtse, Louman Associates, Inc. for the Valleyview Ave./S. third St./Southern Ave./S. First project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14th day of April, 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

RESOLUTION NO. _____

*** TRANSMITTAL MEMO ***

Phone: 509-966-7000 / FAX: 509-965-3800
2803 River Road, Yakima, WA 98902

Date: March 31, 2015

Project No.: 13125

To: City of Selah

Attention: Joe Henne
Public Works Director

From: Stephen Hazzard, PE

Re: City of Selah
Valleyview Ave./Third St./Southern Ave.
Consultant Supplemental Agreement

We are sending you attached the following items:

Two (2) Copies of the Supplemental Agreement for Consultant Services

Attached are two (2) signed, original Supplemental Agreements for construction services for the Valleyview Ave./Third St./Southern Ave. project. Following your review and approval of these agreements, please have the Mayor sign and date the documents, and return one (1) executed copy to our office. If you have any questions or need additional information, please contact me.

If you have any questions please let me know. Thanks.



Copy to: _____

Signed: _____

Stephen Hazzard



Supplemental Agreement Number <u>1</u>		Organization and Address Huibregtse, Louman Associates, Inc. 2803 River Road Yakima, WA 98902	
Original Agreement Number 13125E		Phone: 509-966-7000	
Project Number STPUS-4709(001)		Execution Date 12/10/2013	Completion Date 12/31/2016
Project Title Valleyview Ave./S. Third St./Southern Ave./S. First		New Maximum Amount Payable \$ 220,000.00	
Description of Work Engineering design services for the reconstruction and widening of the roadway, construct sidewalks, curb and gutter, storm drainage improvements, street lights, and signalization.			

The Local Agency of City of Selah
desires to supplement the agreement entered into with Huibregtse, Louman Associates, Inc.
and executed on 12/10/2013 and identified as Agreement No. 13125E

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No change to the scope of work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion date shall be changed to 12/31/2016

III

Section V, PAYMENT, shall be amended as follows:

No change to payment.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Jeffrey T. Louman

By: John Gawlik, Mayor


Consultant Signature

Approving Authority Signature

Date



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



COUNCIL MEETING ACTION ITEM

4/14/2015 M – 3

Title: Resolution Authorizing the Mayor to sign the Energy Contract Change Order Proposal (COP No.1) for Contract 2015-006 G (1-1P) between the Department of Enterprise Services and the City of Selah for the Energy Efficiency Project.

Thru: Joe Henne, Interim City Administrator

From: Joe Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: None

Funding Source: N/A

Staff Recommendation:

Acceptance and approval.

Background / Findings & Facts:

The City wants to modify the scope of work in the contract from a Solarbee to a Gridbee mixer with no impact to the contract amount. The total costs will be similar, though the Utility (PPL) will incentivize the Gridbee but not the Solarbee.

Recommended Motion:

Approve the resolution and authorize the Mayor sign the contract change proposal.



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



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

Date:	Action Taken:
5/13/2014	Resolution authorizing the Mayor to sign an Interagency Agreement between the City of Selah and DES to provide energy conservation project management.
7/8/2014	Resolution authorizing the Mayor to enter into an Agreement with DES for an Audit Agreement.
3/10/2015	Resolution Authorizing the Mayor to sign an Interagency Amendment No. 1 between the City of Selah and the Washington State Department of Enterprise Services (DES), Facilities Division, Engineering and Architectural Services.
3/10/2015	Resolution Authorizing the Mayor to sign a Funding Approval for Contract No. 2015-006 A (1) between the City of Selah and the State of Washington Department of Enterprise Services (DES) for the WWTP and Exterior Lighting Energy Efficiency Project.
3/10/2015	Resolution Authorizing the Mayor to sign a Funding Approval for Contract No. 2015-006 G (1-1) between the City of Selah and the State of Washington Department of Enterprise Services (DES) for the WWTP and Exterior Lighting Energy Efficiency Project.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



3/24/2015

Resolution Authorizing participation in reimbursement obligations with the Washington State Treasurer for Energy Efficiency Projects.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE ENERGY CONTRACT CHANGE ORDER PROPOSAL (COP NO. 1) FOR CONTRACT 2015-006 G (1-1) BETWEEN THE DEPARTMENT OF ENTERPRISE SERVICES AND THE CITY OF SELAH FOR THE ENERGY EFFICIENCY PROJECT

WHEREAS, The City of Selah wishes to replace aging and non-energy efficient equipment at the Waste Water Treatment Plant, retrofit city owned street lights with LED heads and LED upgrades to exterior lighting at various locations,

WHEREAS, the City has entered into a contract, Contract 2015-006 G (1-1) with the Department of Enterprise Services to assist in accomplishing its desire;

WHEREAS, the City of Selah wishes to modify the scope of the contract with Department of Enterprise Services to provide for a Gridbee mixer instead of a Solarbee mixer; and;

WHEREAS, this change will not impact the contract amount;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign the Energy Contract Change Order Proposal (COP No. 1) for Contract 2015-006 G (1-1) between the Department of Enterprise Services and City of Selah for the Energy Efficiency Project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14th day of April 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

Robert Noe, City Attorney

RESOLUTION NO. _____



WASHINGTON STATE DEPARTMENT OF
Enterprise Services
FACILITIES DIVISION
ENGINEERING & ARCHITECTURAL SERVICES (E&AS)

**ENERGY CONTRACT CHANGE ORDER
PROPOSAL (COP)**

City of Selah CLIENT	CONTRACT 2015-006 G NO. (1-1)
City of Selah Ph1 PROJECT TITLE	COP No. 1

PROPOSAL REQUEST

TO: Ameresco (ESCO) PROPOSAL REQUEST DATE: 4/7/2015

You are directed to prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

We are modifying the scope from a Solarbee to a Gridbee mixer. Total costs will be similar, though the Utility (PPL) will incentivize the Gridbee but not Solarbee.

This will will not impact contract amount.

Additional energy savings (approximately 100W x 8760 hr/yr = 876 kWh) will be made up by slightly reducing existing sprayer runtime. Original calculations were based on saving 40HP, Medora estimates the mixer will offset 60HP.

REASON FOR CHANGE DESIGN ERRORS DESIGN OMISSIONS AGENCY LATENT CONDITIONS CODE REQUIREMENTS VALUE ENGINEERING

EXPLANATION: Modify mixing product to maximize utility incentive and overall cost effectiveness

DATE PROPOSAL REQUIRED: 4/7/2015 CHANGE ORIGINATED BY: Ameresco

(14 days from Request Date, unless other date agreed to)

PROPOSAL REQUESTED BY: Ameresco

CONTRACTOR PROPOSAL

TO: Ameresco (ESCO) TO: Albert PM (E&AS)

WE AGREE TO PERFORM ALL CHANGE IN THE WORK DESCRIBED IN THE PROPOSAL REQUEST FOR:

CONTRACT SUM:

NO CHANGE
 INCREASE
 DECREASE

} OF 0 \$ 0.00
 (WASHINGTON STATE SALES TAX NOT INCLUDED)

In accordance with the General Conditions, Cost Estimate Detail Sheet(s) are attached hereto.

CONTRACT TIME:

NO CHANGE
 INCREASE
 DECREASE

} OF 0 CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of this COP into a Change Order by the Department of Enterprise Services.

Ameresco BY [Signature] 4/7/15
 ESCO SIGNATURE DATE

RECOMMENDATION

TO: The Department of Enterprise Services' Authorizing Signator

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

[Signature] 4/7/15 _____
 ESCO DATE E&AS COST VERIFICATION DATE

 CLIENT DATE E&AS PROJECT MANAGER DATE

DES Energy Program COP-FA Coversheet

Client Name City of Selah
 Project Number 2015-006 G (1-1)
 COP/FA Number COP-1
 Project Title City of Selah Ph1
 Date 4/7/2015

Construction		
Solarbee equipment quote	\$	(48,906.00)
Solarbee construction/other costs	\$	(65,514.60)
Gridbee equipment quote	\$	32,341.00
Gridbee construction/other costs	\$	82,079.60
Subtotal	\$	-
Bond	\$	-
Subtotal	\$	-
Sales Tax	\$	-
Construction Subtotal	\$	-

Professional Services	Percent		
Design	0.0%	\$	-
CM	0.0%	\$	-
OH&P	0.0%	\$	-
Subtotal		\$	-
Sales Tax	8.20%	\$	-
PS Subtotal		\$	-

Total Cost of Change

\$ -

Use contingency funds Use additional owner funds

Acknowledgement of Total Cost of Change Date

Client _____

ESCO Paul Pe 4/7/15

Energy Project Manager _____



Medora Corporation
3225 Highway 22 • Dickinson, ND 58601
Tel: (701) 225-4495 • www.MedoraCo.com



Wastewater Quotation

Date: August 7, 2014

Re: Pretreatment Lagoon

Project #: 1029

To: Todd Laroche, Operator

Selah WWTP

509-698-7321 / tlaroche@elltel.net

Joe Henne, Public Works Director

City of Selah, WA

jhenne@fairpoint.net

Matthew Durette

Project Development Engineer

Ameresco, Inc.

mdurette@ameresco.com • 508-598-3047

From: Ed Smith, PumpTech Inc., Medora Corporation local representative

esmith@pumptechnw.com • 509-766-6330

Harvey Hibl, Medora Corporation West U.S. Manager

harvey.hibl@medoraco.com • 303-469-4001

Darren Tessier, Medora Corporation Sales Engineering Dept., Dickinson ND

darren.t@medoraco.com • 866-437-8076

Dear Todd,

Thank you for requesting this quotation and for your help in answering all of our questions. We are very pleased to work with you, the City of Selah, and Ameresco to provide high-quality wastewater mixing equipment at an economical price. This project fits our capabilities well, and we will do everything possible to ensure it flows smoothly and meets your objectives. Please contact us with any questions.

Thank you,

Darren Tessier

PROJECT DESCRIPTION

1. Facility Name and Location

Pretreatment Lagoon - Selah, WA WWTP (GPS Coordinates: 46.649441, -120.521195)

2. Description of Facility

This is a pretreatment lagoon for a fruit processing facility. It is 295 feet square at the top of the berm, with an operating depth of 12 feet, a 1.9-acre surface area, and an operating volume that is kept between 6.0 and 6.4 million gallons. Flow can be diverted from the lagoon to an onsite clarifier, or be sent directly to the City's WWTP.

There are currently 195 hp of mechanical aerators installed in the lagoon (1 x 75-hp aerator in lagoon center and 3 x 40-hp aerators in the corners; a fourth 40-hp aerator was moved to another location). Between 115 and 155 hp are operated, depending on dissolved oxygen (DO) needs. This was formerly operated as a total-mix lagoon until an energy audit showed the staff that it could be operated closer to partial-mix standards to reduce energy costs.

The lagoon has an effluent BOD limit of 510 pounds per day.

3. Project Objectives

Primary Objectives: To provide thorough mixing in order to reduce the current mechanical aeration system's usage and maintenance costs.

4. Medora Co. Recommendation/System Design for this Installation

Solar-Powered Option: If a solar machine is preferred, we recommend the installation of one (1) SolarBee model SB10000 v18 Solar Mixer in line with the lagoon's influent and effluent pipes. With the 75-hp aerator in the direct center, the SolarBee would be between the aerator and the inlet (see placement photo below).

Electric-Powered Option: If an electric model is preferred, we recommend the installation of one (1) GridBee model GF10000 Electric Mixer, in the same configuration as above.

This recommendation is based on an average influent flow rate of 300,000 gpd, an average daily BOD loading of 3,000 pounds, an influent ammonia concentration of 35 mg/L, a sludge depth of 1 foot, and the information in Section 2 above. (See General Provisions - Assumptions paragraph below.)

Mechanical Aeration Requirement:

Based on the information provided to Medora Corp., an estimated average of 71 hp (64 hp in winter and 73 hp during spring, summer, and fall). To meet the DO need, the 75-hp aerator in the center of the lagoon should generally need to be operated full time, while the 40-hp aerators can be used only when needed. When using 40-hp aerators, alternating them should be best to avoid sludge mounding. The SolarBee / GridBee mixer will cover the remainder of the mixing requirement.

During a short transition period from current operations to operations with a SolarBee or GridBee mixer, we recommend turning down the existing mechanical aeration hp in stages until it is determined how much is necessary to meet the DO requirement.

5. Proposed Machine Location:



The machine is not drawn to scale, and final placement will be determined prior to installation.

PRICING

6. Equipment Cost - For Equipment and Option Details, See Attached Documents

Pricing for Solar-Powered Machine:

Quantity	Equipment Description	Cost Each	Equipment Total
1	SB10000 v18 Solar Mixer:	\$48,906	\$48,906
Equipment Subtotal:			\$48,906
Applicable Taxes: To Be Determined			

Project Total

Option #1: Factory Delivery, Installation and Startup: \$6,335	\$55,241
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Option 2: Twelve-Month Rental (See General Provisions for Details)	
Monthly cost for recommended machine per above:	\$1,125
Monthly Beekeeper cost during the term of the rental:	\$140
Factory Delivery, Installation and Startup:	\$6,335
Total 12-Month Rental Cost:	\$21,515

Pricing for Electric Machine:

Quantity	Equipment Description	Cost Each	Equipment Total
1	GF10000 Electric Mixer:	\$32,341	\$32,341
Equipment Subtotal:			\$32,341
Applicable Taxes: To Be Determined			

Project Total

Option #1: Factory Delivery, Installation and Startup: \$6,335	\$38,676
--	----------

Option #2: Twelve-Month Rental (See General Provisions for Details)	
Monthly cost for recommended machine per above:	\$718
Monthly Beekeeper cost during the term of the rental:	\$140
Factory Delivery, Installation and Startup:	\$6,335
Total 12-Month Rental Cost:	\$16,631

Options for Solar and/or Electric Models

SCADA outputs (standard on SolarBee <u>v18 units only</u>)	<i>All SB v18 models come standard with a SCADA brain-board with six outputs. GF models require the addition of a brain-board. (For on-site communication options, please contact our SCADA Engineering Department.)</i>	Please request option list
Brain-Board	Adding a brain-board to the GF models enables the machine to be equipped with Anti-Jam and Reverse functions.	\$2,000
Beekeeper Service Program	The details of the Beekeeper Service Program are available at: http://wastewater.medoraco.com/wastewater/product-information	Call for pricing

FINANCIAL ANALYSIS - SOLARBEE MIXER

The installation of SolarBee mixing equipment will provide a payback of about 2.2 years and a total savings of approximately \$1,400,000 when compared to maintaining the cost of the current mechanical aeration equipment. The following table provides the estimated costs, accounting for inflation, over the 25-year expected life of the SolarBee mixer.

Year	Annual Costs		Cumulative Costs		Difference
	Current System	System with SolarBee	Current System	System with SolarBee	
0	\$0	\$55,300	\$0	\$55,300	-\$55,300
1	\$65,900	\$37,400	\$65,900	\$92,700	-\$26,800
2	\$94,300	\$72,100	\$160,200	\$164,800	-\$4,600
3	\$97,700	\$74,700	\$257,900	\$239,500	\$18,400
4	\$101,200	\$77,400	\$359,100	\$316,900	\$42,200
5	\$104,800	\$80,200	\$463,900	\$397,100	\$66,800
10	\$125,100	\$95,700	\$1,047,500	\$843,600	\$203,900
15	\$149,300	\$114,200	\$1,743,900	\$1,376,200	\$367,700
20	\$178,300	\$136,300	\$2,575,400	\$2,012,000	\$563,400
25	\$212,700	\$162,800	\$3,567,600	\$2,174,800	\$1,392,800

Cost Basis:

No SolarBee equipment installed, an average of 135 hp of mechanical aeration operating:

Electrical costs based on: operating an average of 135 hp of mechanical aerators 24 hours per day for the next 25 years; an electricity cost of \$0.0438 per kWh; and a demand cost of \$10/hp. Maintenance costs based on aeration maintenance cost of \$50 per hp per year. An inflation rate of 3.6% per year was applied (Source: *Water & Wastes Digest* April 2011 - the rate of inflation for the cost of power over the past 10 years). No costs were included for purchasing new mechanical aeration equipment.

SolarBee equipment installed, 75 hp of mechanical aerator operating:

Cost to purchase one (1) SolarBee Model SB10000 v18 machine. Electrical costs based on: 75 hp aerator operating 24 hours per day for the next 25 years; an electricity cost of \$0.0438 per kWh; and a demand cost of \$10/hp. Maintenance costs based on: aeration maintenance cost of \$50 per hp per year and SolarBee maintenance cost of \$750 per machine per year. An inflation rate of 3.6% per year was applied. No costs were included for purchasing new aeration equipment.

FINANCIAL ANALYSIS - GRIDBEE MIXER

The installation of GridBee mixing equipment will provide a payback of about 1.5 year and a total savings of approximately \$1,400,000 when compared to maintaining the cost of the current mechanical aeration equipment. The following table provides the estimated costs, accounting for inflation, over the 25-year expected life of the GridBee mixer.

Year	Annual Costs		Cumulative Costs		Difference
	Current System	System with GridBee	Current System	System with GridBee	
0	\$0	\$38,700	\$0	\$38,700	-\$38,700
1	\$65,900	\$37,400	\$65,900	\$76,100	-\$10,200
2	\$94,300	\$72,500	\$160,200	\$148,600	\$11,600
3	\$97,700	\$75,100	\$257,900	\$223,700	\$34,200
4	\$101,200	\$77,800	\$359,100	\$301,500	\$57,600
5	\$104,800	\$80,600	\$463,900	\$382,100	\$81,800
10	\$125,100	\$96,100	\$1,047,500	\$830,600	\$216,900
15	\$149,300	\$114,700	\$1,743,900	\$1,365,700	\$378,200
20	\$178,300	\$136,900	\$2,575,400	\$2,004,100	\$571,300
25	\$212,700	\$163,400	\$3,567,600	\$2,167,500	\$1,400,100

Cost Basis:

No GridBee equipment installed, an average of 135 hp of mechanical aeration operating:

Electrical costs based on: operating an average of 135 hp of mechanical aerators 24 hours per day for the next 25 years; an electricity cost of \$0.0438 per kWh; and a demand cost of \$10/hp. Maintenance costs based on: aeration maintenance cost of \$50 per hp per year. An inflation rate of 3.6% per year was applied (Source: Water & Wastes Digest April 2011 - the rate of inflation for the cost of power over the past 10 years). No costs were included for purchasing new mechanical aeration equipment.

GridBee equipment installed, 75 hp of mechanical aerator operating:

Cost to purchase one (1) GridBee model GF10000 Electric Mixer. Electrical costs based on: 75 hp aerator operating 24 hours per day for the next 25 years; an electricity cost of \$0.0438 per kWh; and a demand cost of \$10/hp. Maintenance costs based on: aeration maintenance cost of \$50 per hp per year and GridBee maintenance cost of \$750 per machine per year. An inflation rate of 3.6% per year was applied. No costs were included for purchasing new aeration equipment.

TERMS

7. General Provisions

A. Equipment Purchase, Not a Construction Project: This equipment is portable, and can be easily relocated or removed entirely from the premises at any time. It does not become an integral part of any building or other structure, or part of "real estate." Therefore, to purchase it, the City should use the same procedure as for purchasing other portable equipment, such as a forklift, a drill press, or an office desk. Medora reserves the right not to accept an order if the purchase is incorrectly characterized as a "construction" project." Medora has not found any State or other jurisdiction where construction or contractor statutes apply to portable equipment that is sold by a factory, with on-site final assembly and placement performed by factory personnel.

B. Assumptions: This quotation may be based on worksheets, calculations or other information that has been provided by the City. The City should bring to Medora's attention any discrepancies, errors in data, or false assumption that Medora may have made while preparing this quotation.

C. Expiration: This quotation expires in 90 days, or on the date of any new quotation for this project, whichever is sooner.

D. Delivery Time: Delivery & Installation is scheduled at time of order, and is usually between 4 and 8 weeks.

E. Payment Terms: For a federal, state, or local government purchaser with a good credit rating, full payment is due in US dollars 30 days after invoice date, which is generally the date when the goods leave the Medora factory. For a non-government purchaser, full payment must be made by credit card or cashier's check before the goods leave the Medora factory though, in some cases, based on availability of a payment bonding or a bank Letter of Credit, 30 day credit terms may be extended upon special request by the purchaser. If there are any issues with these payment terms, please do not rely on this quotation until the issues have been resolved with Medora.

F. Add for Taxes and Any Governmental Fees: Except as indicated above, no taxes, tariffs or other governmental fees are included in the quote shown above, nor are there any costs added for special insurance coverage the customer may require. It is the customer's responsibility to pay all local, state, and federal taxes, including, sales and use taxes, business privilege taxes, and fees of all types relating to this sale, whether they are imposed on either Medora or the customer, or whether these taxes and fees are learned about after the customer orders the equipment. The customer's purchase order should indicate any taxes or fees due on equipment and/or services, and whether the customer will pay them directly to the governing body or include the tax payment with the purchase for Medora to submit them to the governing body.

G. Add for Special Insurance Requirements: Medora Corporation maintains adequate liability and workman's compensation insurance to generally comply with its requirements for doing business in all fifty U.S. states, and will provide at no charge certificates of insurance when requested. However, if additional insurance or endorsements beyond the company's standard policy are required by the customer, then the costs of those additional provisions and/or endorsements will be invoiced to the customer after the costs become known.

H. Add for Special Training, Safety, Signage, or Other Requirements: Medora has a very strong safety training program for its employees. If any special training classes for Medora personnel are required by the customer, please notify Medora well in advance. The cost of this training will be added to this quotation or invoiced to the customer separately. The same applies to any other special requirements the customer may have, including providing of project signage or any other requirement.

I. Safe and Accessible Tank Condition Required. This quotation is based on the best information made available to us by the above date. If this equipment is ordered, Medora's engineering and installation team will need detail information and photographs to plan the installation. If the detail information changes the installation scope significantly, Medora reserves the right to withdraw or alter this quotation, even if the equipment has already been ordered. To avoid surprises, the City should supply detailed tank information and photos as soon as possible. To ensure the safety of Medora's installation crews, it is the City's responsibility to make sure that all antennas (radio, cell phone, other) located at or near the tank site are inactivated during the installation and/or service of this equipment.

J. Customer to Follow Medora's Maintenance and Safety Guidelines: The customer agrees to follow proper maintenance, operating, and safety instructions regarding the equipment as contained in the safety manual that accompanies the equipment or is sent to the customer's address.

K. Regulatory Compliance. The customer must comply with all applicable Federal and State governmental regulations. It is the customer's sole responsibility to inquire about governmental regulations and ensure that GridBee and SolarBee equipment is deployed and maintained so as to remain in compliance with these regulations and guidelines, and to hold Medora harmless from any liability caused by non-compliance with these regulations and guidelines.

L. Warranty. Medora Corporation has the best parts and labor warranties that we are aware of in the industry. The details of the Warranty which applies to this project are either attached to this document or are available at: <http://wastewater.medoraco.com/wastewater/product-information>

RENTAL TERMS

Medora Corporation's Rental Provisions:

Rental Payment Terms: The installation day of the month is the anniversary day for determining when a new rental month begins. There are no partial months; if the equipment is in place on the first day of the rental month, a whole month of rental is due. Rental invoices will be provided each month and payment is due 30 days from the invoice date. The installation charge mentioned above will be added to the first month's rental invoice.

Rental Period, Month-to-Month: The rental period shall be for one month, beginning on the installation date, and shall continue automatically, for one month at a time beginning on each monthly anniversary of the installation date, until the longer of (a) 12 months or (b) 90 days after written notice is received by Medora Corporation from the renter to terminate the rental. Furthermore, Medora Corporation has the right to terminate the rental agreement and re-possess the equipment at any time, without notice to the renter, if the renter becomes delinquent in rent payments.

Periodic Rental Cost Adjustment: The rental cost may be adjusted periodically by Medora Corporation upon 90 day written advance notice to the renter, after the minimum rental period mentioned above. Medora Corporation expects, but does not promise, to make such adjustments only once per year on the annual anniversary of the installation, and expects that adjustments will be limited to reflect (a) a general inflationary adjustment equal to the Consumer Price Index, and (b) any additional costs by the factory associated with keeping the rental equipment functioning properly and meeting the renter's goals for the project. The renter, at its option as mentioned above, may cancel the rental agreement with 90 day notice if the proposed new rental costs are ever not acceptable.

Rental Conversion to Purchase: The renter may convert this rental to a purchase, at the price shown in the Equipment Purchase section above. To convert this rental to a purchase, the renter should request Medora Corporation at least 60 days before the desired purchase date, to supply a firm quotation to convert the rental to a purchase. When conversion to a purchase is made, 50% of prior rents paid will be applied to the purchase price, up to a maximum of 50% of the equipment purchase price. Title to the rental equipment does not pass to the renter unless and until payment of all outstanding rental invoices, and the conversion purchase price for the equipment, is received by the Medora Corporation.

Rental Equipment Availability: Medora Corporation has a limited supply of rental machines available; either new or slightly used or "demonstrator" equipment may be installed at the factory's option. If the equipment installed for a rental is slightly used, then the factory warrants that: (1) the equipment is clean, current, and in like-new condition with a full new-equipment warranty, and (2) the equipment is equivalent to new equipment with the very latest technology and improvements. Also note that SCADA or other remote monitoring options may have been included in the purchase cost in Section 2 above, but these components are not included with rental equipment. If a rental is desired, the SCADA remote monitoring equipment would be installed only after the equipment had been converted to a purchase, unless other provisions have been made.

Maintenance of the Equipment: Renter is to provide minor routine care and maintenance of the Equipment as described in the owners manual. The Beekeeper Service Program is required and is included in the cost shown above for the term of the rental. See above Appendix C for description of the Beekeeper.

8. To Accept This Quotation

To order the equipment, please issue a purchase order to Medora Corporation, 3225 Hwy. 22, Dickinson, ND 58601. The purchase order can be mailed to the address above, faxed to 866-662-5052, or emailed to the home office at orderprocessing@medoraco.com. The purchase order should refer to the date of this quotation, and will be assumed to include this entire quotation by reference.

If purchase orders are not utilized, please sign and date below, provide billing information, and fax to 866-662-5052 or email to orderprocessing@medoraco.com.

Signing below acknowledges acceptance of this quotation. Please indicate which of the following options you have chosen (machine type and purchase or rental):

- SolarBee Mixer
- GridBee Mixer
- Option #1: Shipping Cost Prepaid & Add
- Option #2: 12-month rental

Signature

Date

Printed Name

Title



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



COUNCIL MEETING ACTION ITEM

4/14/2015 M – 4

Title: Resolution Authorizing the Mayor to award the construction contract for the East Goodlander Transportation Improvement Board (TIB) Project.

Thru: Joe Henne, Interim City Administrator

From: Joe Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: \$388,517.50

Funding Source: Street Fund 111, Water Fund 411 & Sewer Fund 415

Staff Recommendation:

Acceptance and approval.

Background / Findings & Facts:

Sealed bids were open on April 7, 2015 to construct the East Goodlander Transportation Improvement Board (TIB) Project. The construction firm of Columbia Asphalt & Gravel Inc. is the low bidder in the amount of \$388,517.50. This amount is approximately thirty-one percent above the engineer's estimate. Attached are the bid results and a Recommendation of Award letter from Huibregtse, Louman Associates, Inc. Staff is requesting the Mayor be authorized to enter into a contract with Columbia Asphalt & Gravel Inc. for the construction of the East Goodlander Transportation Improvement Board (TIB) Project.



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



Recommended Motion:

Approve the resolution and authorize the Mayor to award the construction contract.

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

Date:

Action Taken:

4/7/2015

Sealed Bids were open April 7, 2015.

[Click here to enter a date.](#) [Click here to enter text.](#)

[Click here to enter a date.](#) [Click here to enter text.](#)

[Click here to enter a date.](#) [Click here to enter text.](#)

[Click here to enter a date.](#) **TITLE OF ITEM**

[Click here to enter a date.](#) [Click here to enter text.](#)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO AWARD THE CONSTRUCTION CONTRACT FOR THE EAST GOODLANDER TRANSPORTATION IMPROVEMENT BOARD (TIB) PROJECT.

WHEREAS, the City of Selah Public Works Department has received bids for the East Goodlander Transportation Improvement Board (TIB) Project, the lowest of which was from Columbia Asphalt & Gravel Inc.; and

WHEREAS, Columbia Asphalt & Gravel Inc. submitted a bid of \$388,517.50 which is approximately 31% above the engineer's estimate;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the contract for the East Goodlander Transportation Improvement Board (TIB) Project, be awarded to Columbia Asphalt & Gravel Inc. in the amount of \$388,517.50 and that the Mayor be authorized to sign contract documents upon preparation.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of April, 2015.

John Gawlik, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Bob Noe, City Attorney

RESOLUTION NO. _____



Jeffrey T. Louman, PE
Theodore W. Pooler, PE
Michael T. Battle, PE
Eric T. Herzog, PLS

Terry D. Alapeteri, PE
Gene W. Soules, PE
Timothy D. Fries, PLS
Justin L. Bellamy, PE

Stephanie J. Ray, PE
Dustin L. Posten, PE
Stephen S. Hazzard, PE
Michael R. Heit, PE

Civil Engineering ♦ Land Surveying ♦ Planning

April 8, 2015

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

Attn: Mr. Joe Henne

Re: City of Selah
EAST GOODLANDER ROAD TIB
TIB Project No.: 3-E-182(002)-1
HLA Project No.: 14104
Recommendation of Award

Dear Mr. Henne:

The bid opening for the above referenced project was held at Selah City Hall at 11:00 a.m. on Tuesday, April 7, 2015. A total of three (3) bids were received with the low bid of \$388,517.50, being offered by Columbia Asphalt & Gravel, Inc. of Yakima, Washington. This low bid is approximately thirty-one (31) percent above the Engineer's Estimate of \$295,454.20.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Columbia Asphalt & Gravel, Inc. in the amount of \$388,517.50, contingent on approval of the Transportation Improvement Board.

The project was separated into two schedules, Roadway Improvements and City Utility Improvements. One option for the City would be to award the project and then prepare a Change Order to eliminate the City Utility Improvements. The City would be responsible for the \$35,000.00 additional cost for the Roadway Improvements, but would not lose the \$192,000 grant from the Transportation Improvement Board. The City may have the opportunity to install some of the utility improvements ahead of the roadway improvements with City forces or by Small Works Roster.

If the project is awarded, please send us a copy of the City of Selah Council minutes authorizing award of this project.

Enclosed are copies of the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,



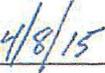
Terry D. Alapeteri, PE -TDA-

TDA/crf

Enclosures

Copy: Christa Draggie, Transportation Improvement Board (Email)
Steve Sziebert, HLA
Caroline Fitzsimmons, HLA
Brent Schilperoort, HLA
Correspondence File

BID SUMMARY						BIDDER #1		BIDDER #2		BIDDER #3	
Owner: CITY OF SELAH Project: EAST GOODLANDER ROAD TIB IMPROVEMENTS HLA Project No.: 14104 Bid Opening Date: April 7, 2015						Columbia Asphalt & Gravel, Inc. P.O. Box 9337 Yakima, WA 98909		Granite Construction Company 80 Pond Road Yakima, WA 98901		J & K Earthworks, LLC 5593 Nature Shores Drive Rock Island, WA 98850	
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount						
SCHEDULE A - TIB ROADWAY IMPROVEMENTS											
1	Mobilization	LS	1	\$13,000.00	\$13,000.00	\$17,700.00	\$17,700.00	\$38,283.00	\$38,283.00	\$12,500.00	\$12,500.00
2	Project Temporary Traffic Control	LS	1	\$20,000.00	\$20,000.00	\$27,000.00	\$27,000.00	\$16,074.00	\$16,074.00	\$35,000.00	\$35,000.00
3	Unclassified Excavation Incl. Haul	CY	500	\$25.00	\$12,500.00	\$33.00	\$16,500.00	\$85.00	\$42,500.00	\$25.00	\$12,500.00
4	Planing Bituminous Pavement	SY	2,360	\$2.50	\$5,900.00	\$3.30	\$7,788.00	\$4.00	\$9,440.00	\$4.50	\$10,620.00
5	Crushed Surfacing Base Course	TON	280	\$18.00	\$5,040.00	\$26.00	\$7,280.00	\$25.00	\$7,000.00	\$35.00	\$9,800.00
6	Crushed Surfacing Top Course	TON	330	\$22.00	\$7,260.00	\$36.00	\$11,880.00	\$40.00	\$13,200.00	\$42.00	\$13,860.00
7	HMA Cl. 1/2-Inch PG 64-28	TON	1,050	\$86.00	\$90,300.00	\$86.00	\$100,800.00	\$77.00	\$80,850.00	\$105.00	\$110,250.00
8	Adjust Manhole	EA	9	\$500.00	\$4,500.00	\$600.00	\$5,400.00	\$400.00	\$3,600.00	\$450.00	\$4,050.00
9	Adjust Valve Box	EA	4	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$350.00	\$1,400.00	\$300.00	\$1,200.00
10	Cement Conc. Traffic Curb and Gutter	LF	50	\$30.00	\$1,500.00	\$35.00	\$1,750.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00
11	Cement Conc. Sidewalk 6-Inch Thick	SY	10	\$100.00	\$1,000.00	\$75.00	\$750.00	\$150.00	\$1,500.00	\$125.00	\$1,250.00
12	Cement Concrete Sidewalk Ramp	EA	2	\$1,300.00	\$2,600.00	\$1,400.00	\$2,800.00	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00
13	Pavement Markings	LS	1	\$3,700.00	\$3,700.00	\$2,600.00	\$2,600.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
14	Minor Change	FA	EST.	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
SCHEDULE A TOTAL					\$183,900.00		\$218,848.00		\$238,847.00		\$234,030.00
SCHEDULE B - CITY UTILITY IMPROVEMENTS											
15	Mobilization	LS	1	\$8,000.00	\$6,000.00	\$7,440.00	\$7,440.00	\$1,000.00	\$1,000.00	\$12,500.00	\$12,500.00
16	Unclassified Excavation Incl. Haul	CY	160	\$25.00	\$4,000.00	\$22.00	\$3,520.00	\$30.00	\$4,800.00	\$30.00	\$4,800.00
17	Crushed Surfacing Base Course	TON	240	\$18.00	\$4,320.00	\$26.00	\$6,240.00	\$22.00	\$5,280.00	\$35.00	\$8,400.00
18	Crushed Surfacing Top Course	TON	60	\$22.00	\$1,320.00	\$36.00	\$2,160.00	\$30.00	\$1,800.00	\$42.00	\$2,520.00
19	HMA Cl. 1/2-Inch PG 64-28	TON	100	\$86.00	\$8,600.00	\$115.00	\$11,500.00	\$125.00	\$12,500.00	\$125.00	\$12,500.00
20	Shoring or Extra Excavation	LF	1,120	\$1.00	\$1,120.00	\$1.30	\$1,456.00	\$1.00	\$1,120.00	\$2.00	\$2,240.00
21	Storm Sewer Pipe 12 In. Diam.	LF	40	\$30.00	\$1,200.00	\$40.00	\$1,600.00	\$36.00	\$1,440.00	\$75.00	\$3,000.00
22	Ductile Iron Pipe for Water Main 12 In. Diam.	LF	270	\$45.00	\$12,150.00	\$81.50	\$22,005.00	\$100.00	\$27,000.00	\$85.00	\$22,950.00
23	Ductile Iron Pipe for Water Main 8 In. Diam.	LF	20	\$40.00	\$800.00	\$72.00	\$1,440.00	\$150.00	\$3,000.00	\$100.00	\$2,000.00
24	Ductile Iron Pipe for Water Main 6 In. Diam.	LF	40	\$40.00	\$1,600.00	\$60.00	\$2,400.00	\$73.00	\$2,920.00	\$70.00	\$2,800.00
25	Select Backfill, as Directed	CY	450	\$30.00	\$13,500.00	\$28.50	\$12,825.00	\$25.00	\$11,250.00	\$20.00	\$9,000.00
26	Butterfly Valve 12 In.	EA	1	\$1,600.00	\$1,600.00	\$1,815.00	\$1,815.00	\$2,000.00	\$2,000.00	\$3,400.00	\$3,400.00
27	Gate Valve 8 In.	EA	1	\$1,200.00	\$1,200.00	\$2,400.00	\$2,400.00	\$1,000.00	\$1,000.00	\$3,200.00	\$3,200.00
28	Gate Valve 6 In.	EA	1	\$900.00	\$900.00	\$3,430.00	\$3,430.00	\$2,000.00	\$2,000.00	\$4,400.00	\$4,400.00
29	Hydrant Assembly	EA	1	\$4,500.00	\$4,500.00	\$3,845.00	\$3,845.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00

BID SUMMARY						BIDDER #1		BIDDER #2		BIDDER #3	
Owner: CITY OF SELAH Project: EAST GOODLANDER ROAD TIB IMPROVEMENTS HLA Project No.: 14104 Bid Opening Date: April 7, 2015						Columbia Asphalt & Gravel, Inc. P.O. Box 9337 Yakima, WA 98909		Granite Construction Company 80 Pond Road Yakima, WA 98901		J & K Earthworks, LLC 5593 Nature Shores Drive Rock Island, WA 98850	
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount						
30	Service Connection 2 In. Diam.	EA	12	\$400.00	\$4,800.00	\$1,610.00	\$19,320.00	\$1,400.00	\$16,800.00	\$2,650.00	\$31,800.00
31	Casing Pipe, in Place 18 In. Diam.	LF	40	\$70.00	\$2,800.00	\$94.00	\$3,760.00	\$110.00	\$4,400.00	\$135.00	\$5,400.00
32	PVC Sanitary Sewer Pipe 12 In. Diam.	LF	140	\$45.00	\$6,300.00	\$80.00	\$11,200.00	\$55.00	\$7,700.00	\$62.00	\$8,680.00
33	PVC Sanitary Sewer Pipe 6 In. Diam.	LF	350	\$35.00	\$12,250.00	\$62.50	\$21,875.00	\$55.00	\$19,250.00	\$50.00	\$17,500.00
34	PVC Sanitary Sewer Pipe 4 In. Diam.	LF	120	\$25.00	\$3,000.00	\$45.00	\$5,400.00	\$45.00	\$5,400.00	\$50.00	\$6,000.00
35	Manhole 48 In. Diam. Type 1	EA	1	\$2,500.00	\$2,500.00	\$2,550.00	\$2,550.00	\$2,500.00	\$2,500.00	\$3,800.00	\$3,800.00
36	Cement Conc. Traffic Curb and Gutter	LF	5	\$40.00	\$200.00	\$35.00	\$175.00	\$75.00	\$375.00	\$50.00	\$250.00
37	Cement Conc. Sidewalk 4-Inch Thick	SY	4	\$60.00	\$240.00	\$65.00	\$260.00	\$125.00	\$500.00	\$100.00	\$400.00
38	Pavement Markings	LS	1	\$200.00	\$200.00	\$195.00	\$195.00	\$1.00	\$1.00	\$1,500.00	\$1,500.00
39	Minor Change	FA	EST.	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
SCHEDULE B SUBTOTAL						\$103,100.00		\$156,811.00		\$144,536.00	\$183,040.00
8.2% STATE SALES TAX						\$8,454.20		\$12,858.50		\$11,851.95	\$15,009.28
SCHEDULE B TOTAL						\$111,554.20		\$169,669.50		\$156,387.95	\$198,049.28
SCHEDULES A AND B TOTAL						\$295,454.20	\$388,517.50	\$395,234.95	\$432,079.28		
ENGINEER'S REPORT						ADDITIONAL BID TOTALS					
Competitive bids were opened on April 7, 2015. All bids have been reviewed by this office. I recommend the contract be awarded to: Columbia Asphalt & Gravel, Inc.						BIDDER		BID TOTAL			
 Project Engineer						 Date					
						*Highlighted amounts have been corrected.					
*Bid results can be found at: www.hlacivil.com											