

SELAH CITY COUNCIL

5:30pm August 23, 2016



Selah City Council
Regular Meeting
Tuesday, August 23, 2016
5:30pm
City Council Chambers

Mayor:
Mayor Pro Tem:
Council Members:

Sherry Raymond
John Tierney
Paul Overby
Roy Sample
Laura Ritchie
Roger Bell
Russell Carlson
Diane Underwood

CITY OF SELAH
115 West Naches Avenue
Selah, Washington 98942

City Administrator:
City Attorney:
Clerk/Treasurer:

Don Wayman
Bob Noe
Dale Novobielski

AGENDA

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

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

2. Written

Monica Lake a. Selah Downtown Association Monthly Report

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

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

Monica Lake * 1. Approval of Minutes: August 9, 2016 Study Session and Council Meeting
Dale N. * 2. Approval of Claims & Payroll

- L. Public Hearings **None**
- M. General Business
 - 1. New Business
 - Joe Henne a. City of Selah – First Street Beautification Project

2. Old Business

Don Wayman a. Approval to Remove Selah Parks and Leisure Services Board Member

N. Resolutions

- Joe Henne 1. Resolution Authorizing the Mayor to accept the Third Street Water Main Replacement Project between the City of Selah and P.O.W. Contracting Inc., for the 2013 DWSRF Water Systems Improvements DM13-952-130 as complete and authorize release of retainage
- Joe Henne * 2. Resolution establishing September 13, 2016 as the public hearing date to consider the adoption of the "Selah Transit Development Plan" for the Six-year Plan 2016-2021
- Andrew Potter * 3. Resolution Authorizing the Mayor to sign a Service Contract with Northwest Employee Assistance Program a Division of Comprehensive Healthcare for Employee Assistance Program Services

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

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

R. Executive Session

- 1. 30 Minute Session – Potential Litigation RCW 42.30.110 (1) (i)

S. Adjournment

Next Study Session September 13, 2016
Next Regular Meeting September 13, 2016



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



COUNCIL MEETING INFORMATIONAL ITEM

8/23/2016 I – 2A

Title: Selah Downtown Association Monthly Report

Thru: Donald Wayman, City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Informational Only

Background / Findings & Facts:

Attached is the Treasurer's report for August 2016

Recommended Motion:

N/A

Selah Downtown Association
Treasurer Report
8/3/16

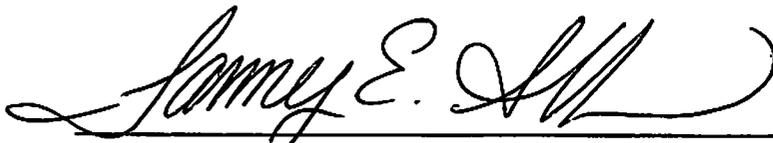
INCOME

Beg. Balance	\$36,513.89
Farmer's Market Income	451.00
Return (Whitney)	5.65
Donation (Whitney)	46.56
Total Income	<u>\$37,017.10</u>

EXPENSES

Payroll (June-Whitney)	\$1612.79
Selah Celebrates Art expenses	\$363.16
Gala Expenses	\$150.00
Office Expenses (June-Whitney)	\$208.59
Promotional Items	\$56.81
Chamber Membership	\$50.00
Tree Top Parklett Expenses	\$73.25
Farmer's Market Expenses	\$23.08
Employee Taxes (L&I, Unemployment)	\$220.84
Total Expenses	<u>\$2758.52</u>

CURRENT BALANCE ON HAND **\$34258.58**



Tammy E. Allan, Treasurer SDA

8/3/16

Date



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



COUNCIL MEETING ACTION ITEM

8/23/2016

K – 1

Title: Approval of Minutes: August 9, 2016 Study Session & Council Meeting

Thru: Donald Wayman, 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
August 9, 2016
3:00pm**

Mayor Raymond opened the Study Session.

City Planner Bedi gave a PowerPoint on sub area plans and mixed use plans, which has been attached as part of the record for these minutes.

The Study Session ended at 4:01pm.

Next Millennium Selah

SUB AREA PLAN MIXED USE PLAN

City Council – Study Session

Harmit Bedi
City Planner
Department of Planning
August 9, 2016

Disclaimer

- This presentation is for Informational Purposes.
- No Plan is in place

City of Selah

CITY
AS
A
WHOLE

Parts of City

- Residential
- Commercial
- Industrial
- Open Spaces / Parks
- Civic Centers
- Roads / Streets / Alleys/Rivers
- Walkways / Sidewalks

Sub Parts of a City

- Residential Buildings
- Retail buildings
- Commercial Buildings
- Office Buildings
- Industrial/Warehouse Buildings
- Transportation
- Streets/Roads/Sidewalks/Design
- Intersection as Nodes
- Street Lighting
- Landscaping / Streetscape
- Urban Forestry
- Signage
- Building Façade
- Architectural Design/Details
- Colors/Material Schemes
- Land Uses
- Town Center
- Mixed Use Areas

What this Presentation /Study Session is about?

- To understand City's 'Urban Fabric'
- To recognize STRENGTHS and POTENTIALS
- To identify OPPORTUNITIES
- To Recognize potentials for the FUTURE – Next Millennium

What is Sub-area Plan?

- Subarea Plan is both an implementation and a policy document, intended as strategy for change and as regulatory policy to guide and govern future development.
- A subarea plan establishes a planning and design framework to further the vitality, functionality, and sustainability of the identified area.

Subarea Plan Examples

- City of Tacoma, WA
- City of Tukwila, WA
- City of Bethel, WA
- Silverdale Subarea Plan, WA
- City of Poulsbo, WA

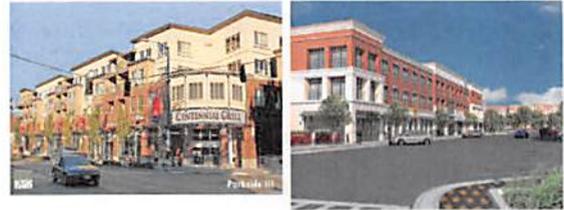
What is Mixed-use Development?

- Mixed-use development is—in a broad sense - a combination of residential, commercial, cultural, institutional, or industrial uses, where those functions are physically and functionally integrated, and that provides pedestrian connections. Automobile use is discouraged.

Mixed Use Defined

Regardless of the form it takes, mixed-use development is an integral part of most communities, creating unique places where people can live, work, play and meet everyday shopping and lifestyle needs within a single neighborhood.

Examples of Mixed Use Development



Lifestyle – Livable Communities



Smart Growth – Walkable Communities



Buckhead, Atlanta

Bellevue, WA



Buildings w Design



New Looks



New Buildings w Design



Artfully done Buildings



Designed Buildings



Attractive Facade



Downtown Type Buildings



Downtown Type Buildings



Bland Façade Buildings



Bland Façade Buildings – Future Opportunities



Avoid this!



Historic Preservation



Historic Buildings and Right Uses



We are creating history – today.
New buildings can be **designed**
Historic.

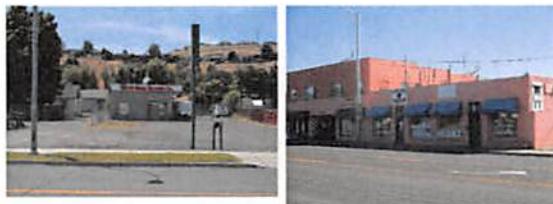
Emotional Attachments



Sentimental Values



Building Setbacks



Set Backs



Building Layout



New Additions / Changes along First Street



Sign Clutter



Sign Attractions



Signs, Signs, Signs



Weekend Signs



Creative Spots for Signs



Creative Signs



"Good Signs"



Well Designed Signs



Interesting



Harmonious Combination



Another Example



- Need More such Layouts
- Along First Street

City Skyline – Mountain View



Preserving Views



Attractive Residential Streets



Attractive Horizon



Vs Maintained



Higher Property Values



City Nodes - Intersections



Public Use Structures



Pedestrian Obstructions



Pedestrian Blocks



Pedestrian Obstacles



Unsafe Situation



Please don't Do This



Interesting Building(s)



Millennium Design of Tomorrow



Prime Location.
What Use?? Or USES??
Renovate or New Structure??
Need Plan for this area to
coordinate and direct future
development.

Fences



Fences



Types of Fencing



Attractive Fencing



Fences or no fences or covered fences



Attractive Examples



Landscaped Fencing



Or No Fencing



Front Yards - Maintained



Millennium Generation Needs?



What's next??



What is our legacy??



What does City Need?

- Piecemeal Approach
- A Master Plan
- Sub Area Plan
- Mixed Uses, OR
- Do nothing

What is next?

City Needs?

- Sub- Area Plan
- Mixed Uses Plan
- Architectural Design Standards
- Revisit Zoning Ordinance

City Goal

To make City of Selah one of the top 10 livable cities in Washington!!

FUTURISTIC CITY OF SELAH!!

Ideas

Suggestions

Direction

THANK YOU

Search Book
Search@ci.selah.wa.us
 509.466.7700
 Department of Planning
 222 South Business Road

What Subarea Plan Does?

- Create walkable blocks
- Create memorable built environment
- Make great public spaces
- Get the mix of uses right
- Get the retail right
- Make great streets
- Make Walking attractive and safe
- Get the parking right
- Encourage and support economic development

Subarea Plan Process / Includes

- Identify Area
- Existing Conditions
- Land Use
- Zoning
- Transportation and Circulation/Mobility
- Pedestrian Circulation
- Streetscape
- Architectural and Landscape Character

Next Step

- Establishing VISION for the Area
- Identify Uses (Permitted and Prohibited)
 - Residential/Commercial/Cultural/Other
- Street Network
 - Circulation
 - Parking Configuration
 - Transit Configuration
 - Creating a Great Space – Building, Site, and Infrastructure Design
 - Redevelopment Strategy
 - Open Space
 - Design
 - Putting Plan In Action
 - Future Investment
 - Implementation

Planning for:

- Economic Development Opportunities
- Public – Private Partnership Projects
- Investment Opportunities
- Cultural Activities
- Civic Activities
- Uses / Mixed Uses / Special Uses
 - Evaluation and Monitoring

City of Selah
Council Minutes
August 9, 2016

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

A. Call to Order Mayor Raymond called the meeting to order at 4:07pm.

B. Roll Call

Members Present: Roy Sample; Laura Ritchie; Roger Bell; Diane Underwood; Russell Carlson

Members Absent: Paul Overby; John Tierney

Staff Present: Don Wayman, City Administrator; Bob Noe, City Attorney; Jim Lange, Deputy Fire Chief; Eric Steen, Deputy Police Chief; Joe Henne, Public Works Director; Ty Jones, Public Works Utility Supervisor; Harmit Bedi, City Planner; Dale Novobielski, Clerk/Treasurer; Dave Mullen, Recreation Manager; Bree Tait, Civic Center Manager; Andrew Potter, Human Resources Manager; Monica Lake, Executive Assistant

C. Councilmember Absence – Motion to Excuse

Council Member Ritchie moved, and Council Members Bell and Sample seconded, to excuse Council Members Overby and Tierney. By voice vote, approval was unanimous.

D. Pledge of Allegiance

Council Member Carlson led the Pledge of Allegiance.

E. Invocation

Selah Police Chaplain Scott Ruark gave the prayer.

F. Agenda Changes **None**

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

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

I. Communications

1. Oral

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

2. Written

- a. July 2016 Monthly Report for Building Permits and Inspections and Code Enforcement
- b. Recycling Data Report for the 2nd Quarter of 2016

J. Proclamations/Announcements **None**

K. Consent Agenda

Council Member Ritchie moved, and Council Member Carlson seconded, to add Resolutions N – 3 and N – 4 to the Consent Agenda. By voice vote, approval was unanimous.

Executive Assistant Lake read the Consent Agenda.

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

- * 1. Approval of Minutes: July 26, 2016 Council Meeting
- * 2. Approval of Claims & Payroll:
 - Payroll Checks Nos. 79933 – 79978 for a total of \$266,280.42
 - Claim Checks Nos. 68056 – 68126 for a total of \$174,685.93
- * 3. Resolution N – 1: Resolution Authorizing the Mayor to accept the City of Selah Wastewater Treatment Plant (WWTP) and Exterior Lighting Energy Efficiency Project as Complete and release of contract retainage
- * 4. Resolution N – 2: Resolution Authorizing the Mayor to Sign an Intergovernmental Cooperation Agreement with Yakima County Fire District #6
- * 5. Resolution N – 3: Resolution Authorizing the Mayor to Sign a Service and Repair Order with Otis Elevator Company to complete the 5 Year Full Load Rupture Valve Test for the elevator located at the Selah Fire Station, 206 W. Fremont Avenue, Selah WA 98942
- * 6. Resolution N – 4: Resolution Authorizing the Mayor to Sign an Elevator Service Agreement with Otis Elevator Company to provide preventative maintenance for the elevator located at the Selah Fire Station, 206 W. Fremont Avenue, Selah WA 98942 beginning January 1, 2017

- * 7. Ordinance O – 1: Ordinance Amending the 2016 Budget for a Basic Fire Fighter Training Grant
- * 8. Ordinance O – 2: Ordinance Amending the 2016 Budget for Services Related to the City Hall Improvements Project

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

L. Public Hearings **None**

M. General Business

1. New Business

a. Approval to Remove Selah Parks and Leisure Services Board Member

Human Resources Manager Potter addressed M – 1a. He said that the Mayor discussed this item with him, and at that time, he did not understand that the Council needed to approve removal of a Board Member. He went on to say that he became aware of the need after a letter was sent Mr. Callahan, saying that the gentleman they wish to remove is a member of a board who gives counsel to the Council, and he has provided comments online that they feel are intolerable, such as negative pointed attacks at staff members. He feels that is inappropriate.

Mayor Raymond opined that, for someone to serve on a board, they can have own opinion, but to post matters on social media feeds the people who feed into drama, and it also feeds into negative effect of the board he serves on.

Council Member Ritchie wondered if there was any kind of guidelines or rules that controlled the board members on this board.

Human Resources Manager Potter commented that they had training three weeks ago regarding social media policies, and that, while the City does not have one currently, he has been looking at a few and creating an official policy for staff, commission members and council members.

Council Member Ritchie inquired if Mr. Callahan was given notice of today's hearing.

Human Resources Manager Potter responded that he did not know.

Council Member Ritchie asked in there was any kind of discussion with Mr. Callahan prior to the letter being sent.

Mayor Raymond replied that she could not remember if she talked to him about the matter.

City Administrator Wayman remarked that Mr. Callahan has been in meetings with the Mayor on two occasions since the letter was sent out.

Mayor Raymond commented that she let him know the posts were unacceptable when they talked at the SPRSA meeting two weeks ago.

Recreation Manager Mullen remarked that he spoke to him two weeks ago at a Dolphins pool meeting, which was the same week as the letter.

Council Member Ritchie observed that it sounds like the decision was made before he was notified.

City Administrator Wayman said that they were hoping to avoid reading anything aloud in public, but there were letters expressing relief that the Mayor was ill during a council meeting, things like that said on social media, which led to the Mayor's estimate of his inability to provide a balanced approach to anything presented to the Parks Board.

Council Member Sample wondered about the Mayor having the ability to remove board members without Council's approval.

City Administrator Wayman replied that, according to City code, that person serves at the Mayor's pleasure, and if she chooses to release that person, she needs Council approval.

Council Member Sample stated that he saw the remarks, saying that they were very pointed, disrespectful and in poor taste, and based on misconceptions. His problem was whether that person had a chance to resign.

Mayor Raymond stated that, from her perspective, the untruths are only feeding into the conflict between the City and the SPRSA, and she thinks having someone sit on the board who is saying untruths is not of good placement on a board.

Council Member Ritchie did not think this was the solution, but would create more conflict. She noted that there are no guidelines in place and there was no discussion with him, which sends out the message that if someone challenges them, even if Council feels it was done in poor taste and with a lack of judgment, everyone will jump to the conclusion that to voice issues will lead to a fear of being dismissed. She felt it could be fixed by discussing the misperceptions, and that this is the wrong way to handle it.

Mayor Raymond told her that it was not so much disagreeing but posting untruths.

Council Member Carlson did not think that the issue at hand was free speech, but rather the keyword is being an impartial representative, on a board that makes significant decisions. He said that telling lies and untruths shows that an individual is not impartial, and how can that person then sit on a board, make decisions, and have the trust of the public. He noted that in a scenario where a Council Member has a conflict they are asked to recuse themselves. He did feel that they should chat with Mr. Callahan, although he believes that he has proven his inability to be impartial.

Human Resources Manager Potter referred Council to the section of the City's code referenced on the AIS, saying that it states that it does have to be approved to be finalized. He noted that Mr. Callahan sits on the Selah Parks and Leisure Services Board, which is an advisory committee.

City Administrator Wayman added that the board provides advice to the Mayor, the Council, himself, and the head of the Parks & Recreation Department; they differ from the Planning Commission, which is quasi-judicial.

Council Member Underwood remarked that she would have liked to see him present to represent himself.

Council Member Ritchie stated that she would be more comfortable if there were more policies and procedures in place.

Mayor Raymond suggested that taking an oath implied being impartial.

Council Member Ritchie asked if there was a formal oath.

Mayor Raymond referred the question to Human Resources Manager Potter.

Human Resources Manager Potter responded that he was not here when Mr. Callahan was appointed.

Council Member Ritchie inquired if the Mayor had appointed him, or if he was already appointed.

Mayor Raymond replied that he was already appointed.

City Administrator Wayman commented that they serve at the pleasure of the Mayor.

Council Member Sample felt that people have a right to disagree, but he thought the comments were distasteful and disrespectful, noting that part of the comments referred to discussion of a sidewalk along King's Row on Park Avenue, which was part of the Five Year Transportation Plan.

City Administrator Wayman reiterated that he serves at the pleasure of the Mayor, going on to say that one comment accuses the Mayor of corruption and expresses pleasure at her appendicitis, and the Mayor has to question whether that person has the judgment to be impartial. He said that the Mayor chose to take this action to bring the matter to Council for approval to remove the individual who serves at her pleasure.

Council Member Ritchie understood what he said, to felt that it would create a precedent, and that without a policy or procedure in place it is precedent for other board members.

Council Member Carlson felt that Mr. Callahan should have the right to discuss the matter in public, just as Council deserves the right to address him.

Council Member Underwood commented that he might wish to resign.

Council Member Carlson moved, and Council Member Sample seconded, to invite Mr. Callahan to a discussion regarding those issues, in a manner to assess his future standing on the Parks and Leisure Services Board in a public forum, at a Council Meeting. Motion passed with four yes votes and one no vote.

Council Member Ritchie asked that, when he does come speak to Council, that an oath be provided if one exists, and that they also provide any formalized duties or expectations of a Board Member in the Municipal Code.

Human Resources Manager Potter responded that he would.

2. Old Business **None**

N. Resolutions

- * 1. Resolution Authorizing the Mayor to accept the City of Selah Wastewater Treatment Plant (WWTP) and Exterior Lighting Energy Efficiency Project as Complete and release of contract retainage
- * 2. Resolution Authorizing the Mayor to Sign an Intergovernmental Cooperation Agreement with Yakima County Fire District #6
- * 3. Resolution Authorizing the Mayor to Sign a Service and Repair Order with Otis Elevator Company to complete the 5 Year Full Load Rupture Valve Test for the elevator located at the Selah Fire Station, 206 W. Fremont Avenue, Selah WA 98942
- * 4. Resolution Authorizing the Mayor to Sign a Service and Repair Order with Otis Elevator Company to complete the 5 Year Full Load Rupture Valve Test for the elevator located at the Selah Fire Station, 206 W. Fremont Avenue, Selah WA 98942
- 5. Resolution Authorizing the Mayor to Sign an Amendment to the City Administrator's Employment Agreement

Human Resources Manager Potter addressed N – 5. He said that the Mayor requested that he prepared an adjustment to City Administrator Wayman's employment agreement, changing the termination to eighteen months in lieu of six.

Mayor Raymond stated that it boils down to the fact that there have been some things said about the City Administrator on social media, the majority due to the new pool, and that it is unfortunate he has come under personal attack due to the duties they have asked him to do. She read aloud a portion of a prepared statement, adding that City Administrator Wayman has invested in their community, purchased land, and this is where he wanted to be. She remarked that today there were comments about her having no backbone and him dictating what she did, saying that if she had no backbone she would have run out of here with the social media stuff going on. She stated that what is being said is not true; he has been great for the City, and is concerned over the potential of a new Mayor and Council after the next election telling him he is done over what happened during her term of office. She understood that it was a lot to

ask for, adding that if he does anything illegal or breaks any contracts he has won't get any severance pay, but felt that for her to be comfortable working with him for next three and a half years, expecting him to give one hundred percent to the community, it should be changed to eighteen months.

Council Member Carlson suggested that the wording 'for any other reason' be changed to specifically refer to him being fired without cause, adding that he agrees with the extension. He felt it was a shame that Council is pushed to do this, as the lies being spread are not based on fact, and are messing with someone's livelihood. He agreed with the previous decision to bring in a city administrator with outside thoughts, someone with new ideas who is willing to drive things along, and felt that if he were in the City Administrator's position he would ask for the same thing.

Council Member Sample asked if he wanted to change that paragraph.

Council Member Carlson reiterated that he does want it to be without cause, and not just for any other reason, but deferred to the city attorney on the matter.

Human Resources Manager Potter wondered if they could clarify that it would be for any reason not specified in the aforementioned sections.

City Attorney Noe remarked that he liked the words without cause better, as it means there is no justification for termination, and recommended changing the document to reflect that wording.

Council Member Underwood felt that eighteen months was a big taxation upon the City to pay, as they would be hiring someone to fill the position as well, and have two payments at that point. She pointed out that he already has a military retirement and is better off than she was when her previous job left her unemployed.

Council Member Carlson responded that he does not think City Administrator Wayman should be punished for having made wise financial reasons, adding that the City Administrator works in a scenario where if someone doesn't like him they can fire him. He believed that if these comments and backhanded attacks on social media and from the public had not taken place, Council would not be discussing the matter, as there would be no question as to his level of commitment to them. He noted that clause decreases their incentive to fire him without cause and in his opinion is simply to protect him from being fired without cause.

Council Member Bell agreed with Council Member Carlson. Reminding Council that they voted unanimously in favor of his performance review a few months back. He added that he would have liked to see this conversation take place at that time, but felt that passing the Resolution would show Council's support of the City Administrator.

Council Member Ritchie was surprised that everyone was in favor of this, saying that they need to be responsible with the citizens' money, and that she feels it more appropriate to evaluate what other municipalities are doing.

Mayor Raymond replied that other municipalities are six to twelve months.

Council Member Ritchie opined that what has happened is the nature of the job, as there will always be people who are critical, and that Council does not need to make a snap judgment that will financially cripple them if they get rid of City Administrator Wayman.

Mayor Raymond said that City Administrator Wayman has purchased property and wants to make Selah his home, and for a new Mayor to come in and fire him for no reason is ruining a person's livelihood.

Council Member Ritchie responded that her comment also relates to the nature of the job, and that she deems it appropriate to find out what other municipalities are doing, to be responsible with the citizens' money. She suggested holding forums to get the truth out to the public, saying that she has had people call her with lies about the City Administrator and she has found each person to be receptive to her defense of him the truth.

Council Member Ritchie moved for Human Resources Manager Potter to conduct a survey regarding what other administrators have for salary and severance in similar municipalities, in Eastern Washington and local municipalities.

Council Member Carlson agreed with the comment regarding having a forum, which would provide an opportunity to discuss issues like the City Administrator, the Mayor, or the pool, then reiterated his remark about the sole reason for this item to be on the agenda was to address the City Administrator being let go without cause. He felt that changing the text of the contract would incentivize Council to figure things out, and that a scenario where they cannot work with him will be a reason to let him go.

Council Member Ritchie opined that this is a kneejerk reaction to social media postings, and would not even be an issue until three and a half years from now. She commented that City Administrator Wayman has only been here a year, and is not someone who has invested in the community for a decade or more. She said that the matter could be brought up later if they feel like it is something they need towards the end of the Mayor's current term of office.

Mayor Raymond responded that it is not a reaction to social media, saying that she has always looked down the road to protect the things in her life, and she would like to give City Administrator Wayman the security of knowing that he still has a job when they are gone.

Council Member Ritchie commented that they do not know what other City Administrators have as a severance package.

Council Member Carlson remarked that they talked earlier about a plan, not just a one or two year plan, but a five, ten, even twenty year plan. He felt that, if that plan is interrupted mid-plan, it will cost them more money than this severance, and that with a plan in place that is discussed with the community, he believes they would see that it is a good plan.

Council Member Ritchie moved, and Council Member Underwood seconded, for Human Resources Manager Potter to conduct a survey as to other administrators in similar municipalities in Eastern Washington, and also other local municipalities, their city administrator's salary and severance package, if any, and report back at the next Council Meeting. Roll was called: Council Member Sample – yes; Council Member Ritchie – yes; Council Member Bell – no; Council

Member Underwood – yes; Council Member Carlson – no. Motion passed with three yes votes and two no votes.

Council Member Ritchie moved, and Council Member Underwood seconded, to table this item until we receive the survey from Human Resources Manager Potter at the next Council meeting. Roll was called: Council Member Sample – yes; Council Member Ritchie – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

O. Ordinances

- * 1. Ordinance Amending the 2016 Budget for a Basic Fire Fighter Training Grant
- * 2. Ordinance Amending the 2016 Budget for a Service Contract for Economic Development Services
- 3. Ordinance Amending the 2016 Budget for Services Related to the City Hall Improvements Project

Clerk/Treasurer Novobielski addressed O – 3. He said that this amendment is for costs previously approved regarding the Traho Architects project. He read aloud the previous actions as listed on the AIS included in the Council packet, noting that costs will be paid out of the General Fund with a transfer from Fund 310, for total of seventy thousand five hundred and eleven dollars.

Council Member Bell moved, and Council Member Sample seconded, to approve the Ordinance Amending the 2016 Budget for Services Related to the City Hall Improvements Project.

Council Member Ritchie remarked that, when Traho came and gave their estimate, she remembered they had the amount as fifty thousand dollars and kind of broke it down a little bit. It was divided into subcontractors. It was her understanding that Council approved the line items in estimate they provided.

City Administrator Wayman responded that these items were not in the main estimate. The City has had to do additional surveys on the land.

Public Works Director Henne stated that one was a topographic survey, other was to survey for potential contamination, and a third was to review and identify the soil bearing capacity.

City Administrator Wayman commented that this kind of study is necessary to give the architects an understanding of what can be put on this particular soil, and what exactly the City will have to spend to build this, as problems could significantly raise the cost of building a new facility.

Council Member Ritchie wondered why this was not included in the estimate.

City Administrator Wayman replied that it was not anticipated that these would be required. Traho were not familiar with the property when they reviewed it.

Council Member Ritchie asked if there would be any additional expenses.

City Administrator Wayman responded that they do not anticipate more, and are nearing a close to the study.

Council Member Carlson expressed concern that, when Traho made the presentation, the discussion was that Traho has vast experience with these items, yet missed a basic expense that should have been in the estimate.

Council Member Bell remarked that they have already approved spending these dollars, and that what they are now approving is amending the budget to pay what has already been approved to spend.

Council Member Carlson asked if this was beyond the initial estimate.

Public Works Director Henne replied in the affirmative, saying that the original estimate was fifty thousand dollars then they came back to Council for approval of the additional items. He added that he did not catch that Council believed these to be inclusive of the original estimate.

Council Member Ritchie stated that she believed they were.

Public Works Director Henne said that those were separate task orders from the City's consultant.

City Administrator Wayman added that the additional funds are not going to Traho.

Council Member Carlson did not recall a prior discussion but thinks that Public Works Director Henne is financially perceptive. He said he was surprised.

Council Member Sample presumed that they feel all services are necessary and that the price quoted was reasonable.

Public Works Director Henne responded in the affirmative, saying they tried to get the costs as reasonable as possible.

Council Member Ritchie wondered if it was all done.

Public Works Director Henne replied in the negative, saying that the survey is done, and on Thursday, a utility locating company is coming out.

Roll was called: Council Member Sample – yes; Council Member Ritchie – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Public Works Director Henne gave an update of Volunteer Park, noting that the soil he has stockpiled was tested and came back clean, and will be utilized for fill instead of removing dirt several times, thereby saving the City a good chunk of money. He spoke briefly about an L&I complaint made by a Public Works employee, saying that they gave them nine different penalties regarding unsafe practices when entering manholes and conducting monthly safety meetings, which the City will be appealing. He noted that, when workers go into a confined space, they must ventilate and use a tripod and harness, which they did not when going into a manhole that the DOE had been out to inspect two days prior.

Council Member Carlson wondered if they should have known to have a ventilator.

Public Works Director Henne responded that they do. He gave an example of an individual a few years ago who wrecked a mower and severed part of his index finger, saying that even though he was trained to wear a seatbelt, and there is a sticker on the equipment, he didn't have belt on and City was found at fault. He did not know where that train of thought comes from, that if they disregard training and information the City is at fault.

Council Member Underwood asked if they do spot checks.

Public Works Director Henne replied in the affirmative, adding that they have another training class on the sixteenth to review the procedures again.

Council Member Underwood inquired how much they hope to reduce on appeals.

City Attorney Noe responded that they have about five different arguments, of which one deals with how they calculated the assessments, and another argument relates to an incident that has eight citations. He said they are asking for some relief there, as these are supposed to be geared to correct actions in the future, adding that he cannot give an estimate on they what will do.

Public Works Director Henne remarked that they have another hole in the pool, and that on Thursday he has a meeting with YVCOG, at which time he hopes to find out what the CMAQ application will be scored.

Mayor Raymond asked if he had any luck regarding the conduit on 1st Street.

Public Works Director Henne replied that they sucked open a hole big enough to have an electrician open it up, and discovered that the State has a data communication cable in that conduit. He noted that the City would have to bring in additional conduit for their own use.

Council Member Carlson gave him kudos for the pile of dirt to be utilized for Volunteer Park, as it will make a huge financial difference for the City. .

Public Works Director Henne commented that some of it is taken from the South 3rd Street project.

Clerk/Treasurer Novobielski referred Council to the 2017 budget calendar, giving a brief rundown of the pertinent dates on the document. He said that the City will start doing their own business licenses again as of November first, and that there will be additional discussion regarding a change in City code for renewals and rate changes.

Deputy Fire Chief Lange thanked Council for approving the elevator contracts, which will save a thousand dollars per year over a five-year span. He said that firefighters have been busy, helping out in the lower valley and with the fire at the Training Center.

Recreation Manager Mullen said that a piece of fiberglass came out at the deep end of the pool, and a mat that was installed today has fixed the problem. They are allowing kids to go and slide but having them stay away from where the mat is, and if it becomes a problem, they will close the deep end of the pool. He noted that Selah base race registration is starting to pick up, giving a brief update on the subject, and expressed his thanks to Council Member Carlson, Ms. Catherine Platt, and Ms. Margita Dornay for their help. He finished by saying that they had thirty kids signed up for the camp with the UK coaches.

Deputy Police Chief Steen had no report.

Council Member Ritchie remarked that she enjoyed National Night Out.

Civic Center Manager Tait said that they are dealing with a plug underneath the main floor, with quotes ranging from two to eight thousand dollars, and that it could potentially cost more than they thought.

Human Resources Manager Potter said that the Selah Downtown Association is holding a Chamber After Hours Thursday at 5:30pm at the Tree Top Popup Park. He talked briefly about trying to clarify a benefit called the employee assistance program in the employee handbook, reading an excerpt from it, and saying that he will be evaluating a pay per service contract with Comprehensive Mental Health and giving education about the service to City employees.

City Planner Bedi said that the Planning Commission would meet next Tuesday to talk about transportation. He addressed Council Member Carlson's questions regarding how signs could be corrected, saying that there are different solutions to that, such as citywide air rights, or a city revolving grant program to fix them.

City Attorney Noe had no report.

2. Council Members

Council Member Ritchie said that she is a fan of the City Administrator, and does not want her opinion on the topic discussed earlier to be misconstrued, saying that she has heard a lot of things that are false about him, and that, while she does not always agree with him, there is a misconception that he rules all of us. She pointed out that he is a good leader, giving several examples of him mentoring and guiding City staff. She expressed her disappointment about people saying that the Mayor forced the sidewalk through so she would benefit, as this is not the Mayor's personality and was not her idea. She suggested that, if people listened, and were here and knowledgeable, they would know the truth.

Council Member Sample said that the Mayor gets accused of improving the street by King's Row but people do not know how long been on the plan. He commented that both the Mayor and City Administrator have taken a lot of heat about decisions made by this council, adding that he agreed with tabling the decision regarding a contract amendment, saying that the two members not in attendance should be there to weigh in on the decision.

Council Member Bell felt that National Night Out was a real success, saying that he thoroughly enjoyed it. He remarked that, long after everyone was gone, the Mayor was out picking up balloons and cleaning up everything along with the Police Department.

Council Member Underwood reminded everyone that there would be a blood drive at the Civic Center on Thursday from 1-6:30pm. She gave a brief report on the Selah School District Board meeting.

Council Member Carlson reiterated his approval of holding a forum where the public can approach and give feedback. He encouraged City staff to pursue the matter. He apologized for getting on a soapbox, adding that need a change of attitude in the community, and that there is no major benefit to Council Members other than bettering the community.

3. City Administrator

City Administrator Wayman referred Council to the packet in front of them with demographic information on particular commercial entities that are retail matches to Selah, giving a brief explanation of the process with Buxton, of which the City is in phase three. He talked about getting a coalition of real estate agents, developers, and property owners as a part of a team; so that when they make contact, they have identified properties that match their square footage requirements. He stated that this is all public knowledge, and it is important for the people involved to take action.

Council Member Carlson inquired about the linkage report, and supplying it to businesses.

City Administrator Wayman responded that they have a linkage report provided by Buxton, and anyone who wants it can request a copy from the City.

Council Member Underwood opined that Council agendas should have a date and time to get things in by, to allow a Council Member leaving out of town to pick up their packet at noon on Friday.

City Administrator Wayman replied that there is a deadline for City staff to have their information submitted, but many times, it is not in by Wednesday afternoon, and sometimes even when it is in on time it may not be ready by Friday afternoon. He added that sometimes they receive information that needs to get in the packet between Wednesday and Friday that is added to the packet. He encouraged her to view the electronic information.

Council Member Underwood responded that she came in at 7:30 that morning to get her packet.

4. Boards None

5. Mayor

Mayor Raymond said that two years ago, they had four hundred hot dogs for National Night Out, last year they increased it to five hundred, and this year it was seven hundred. She remarked that a lot of effort was put into the event and expressed her thanks to everyone who showed up and helped clean up. She added that the excess hot dogs were given to an organization that feeds the homeless. She commented that everyone is working for the same goals, as they all want the best for their community, and that they need the support of the community for the activities that go on. She encouraged everyone to show up for the Chamber After Hours on Thursday.

P. Executive Session None

Q. Adjournment

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

The meeting adjourned at 6:04 pm.

Sherry Raymond, Mayor

EXCUSED

Paul Overby, Council Member

EXCUSED

John Tierney, Council Member

Roy Sample, Council Member

Laura Ritchie, Council Member

Roger Bell, Council Member

Russell Carlson, Council Member

Diane Underwood, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

I would like to talk about the issue we have had recently because of the community pool bond.

Our city Administrator has come under personal attack through social media because we have asked him to perform his job responsibilities. I have great concern for him and his job security as the social media comments have turned personal and continued to spiral out of control. It is unfortunate that this community has felt the need to attack Mr Wayman personally as a bullying tactic to force us as a council to provide what they want.

I know that this Mayor and City council is not concerned in any way that Mr Wayman is not performing his responsibilities as requested to the best of his ability but . . . In 4 years there is a high probability that some of us or all of us as elected officials may be replaced. My opinion is that we need to put something in place to protect Mr Wayman and his position as administrator. He has invested not only himself but his family into our community and will continue to do so as he has chosen to put down roots here.

I feel that we as an elected council are directly responsible for the community choosing to personally attack, cyber bully and spread lies directed towards Mr Wayman because of the decisions we have made as a board. I also feel very strongly that we have a responsibility to protect him from any backlash that may happen from him carrying out the job responsibilities we have asked him to do.

I would like to propose that if Mr Wayman is fired from his position as City Administrator without probable cause, he will be provided an 18 month severance package. I know this is above what most cities offer but times have changed and we have seen social media lies destroy people's lives. I don't want to see that happen to our City Administrator.



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



COUNCIL MEETING ACTION ITEM

8/23/2016

K – 2

Title: Claims & Payroll

Thru: Donald Wayman, City Administrator

From: Monica Lake, Executive Assistant

Action Requested: Informational - No action

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
8/23/2016 M – 1A

Title: City of Selah – First Street Beautification Project.

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Informational - No action

Board/Commission Recommendation: Not applicable

Fiscal Impact: TBD

Funding Source: TBD

Staff Recommendation:

Staff wishes to discuss the cost to design an electrical system to provide power along South First Street for decorations on trees and to provide power for street vendors. Preliminary estimate for the design is \$15,000 and \$85,000 for the construction.

Background / Findings & Facts:

City Staff has been working on the replacement of the trees along South First Street, and the additional needs associated with beautification. A presentation has been made to the Parks & Leisure Services Board by City Planner Bedi as to various options for the project. This is part of the overall project.

Recommended Motion:

N/A



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



COUNCIL MEETING ACTION ITEM

8/23/2016

M – 2A

Title: Approval to Remove Selah Parks and Leisure Services Board Member

Thru: Donald Wayman, City Administrator

From: Donald Wayman, City Administrator

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Approve the removal of Mr. Bill Callahan from the Selah Parks and Leisure Services Board.

Background / Findings & Facts:

Mayor Raymond has prepared a letter removing Mr. Callahan from the Selah Parks and Leisure Services Board and according to Selah Municipal Code 1.26.050 it must be confirmed by the city council, “Members of the board may be removed at any time by the Mayor, with the approval of a majority of the city council for no cause stated.” Mr. Callahan has been serving on the board since 2012. However, recent social media postings call into question his ability to perform his tasks related to the board. Please see the following letter and screenshots of social media postings.



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



Recommended Motion:

Move to approve the removal of Mr. Bill Calahan from the Selah Parks and Leisure Services Board.



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



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

Date:

Action Taken:

8/9/2016

Council moved to to invite Mr. Callahan to a discussion regarding those issues, in a manner to assess his future standing on the Parks and Leisure Services Board in a public forum, at a Council Meeting.

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Chapter 1.26 - PARKS AND LEISURE SERVICES BOARD

Sections:

1.26.010 - Definitions.

- (a) "Board" means the parks and leisure services board.
- (b) "Department" means the parks and leisure services department of the city of Selah.
- (c) "Leisure services" means those activities, either passive or active in nature, sponsored, administered or contracted by the parks and leisure services department of the city of Selah for the participation and benefits of the public.
- (d) "Parks" means an area of land, with or without water, owned, leased, or otherwise controlled by the city and developed and used primarily for public recreational purposes, including landscaped tracts, picnic grounds, camps, foot, bicycle and bridle paths, motor vehicle drives, zoological and botanical gardens, facilities for bathing and swimming, as well as other recreational facilities as allowed by RCW Chapter 35A.67.

1.26.020 - Creation of parks and leisure services board.

There is created the parks and leisure services board, consisting of five members, who shall be appointed by the mayor and confirmed by the council. The board shall be advisory to the city council. Four board members shall be residents of the city of Selah and one board member may be a resident living outside the city limits but within Selah School District No. 119. No members of the board shall receive compensation for service.

1.26.030 - Board positions.

All board positions shall be at-large representation of the lay public: position numbers 1, 2, 3, 4 and 5.

1.26.040 - Terms of board.

- (a) Position No. 1. Initial term shall terminate December 31, 1980. Subsequent terms shall be for two years.
- (b) Position No. 2. Initial term shall terminate December 31, 1980. Subsequent terms shall be for two years.
- (c) Position No. 3. Initial term shall terminate December 31, 1981. Subsequent terms shall be for two years.
- (d) Position No. 4. Initial term shall terminate December 31, 1981. Subsequent terms shall be for two years.
- (e) Position No. 5. Initial term shall terminate December 31, 1981. Subsequent terms shall be for two years.

1.26.050 - Removal of board members and filling of vacancies.

- (a) Members of the board may be removed at any time by the mayor, with the approval of a majority of the city council (including the council member on the board), for no cause stated.
- (b) Whenever a board member is absent for three consecutive regular meetings of the board or aggregate of five regular or special meetings of the board, unless permission is granted by the board, the person's right to the position shall automatically be terminated. Vacancies for unexpired terms shall be appointed by the mayor and confirmed by the council.

1.26.060 - Officers of the board.

- (a) The board shall have a chairperson and a vice-chairperson. The director of the parks and leisure services department shall be an ex officio member of the board and secretary of the board. The secretary shall be entitled to participate in the discussions, but shall not be entitled to vote.
- (b) It shall be the duty of the chairperson to preside at all meetings of the board.
- (c) It shall be the duty of the vice-chairperson to assume the position of the chairperson in the latter person's absence from any regular or special meeting.
- (d) It shall be the duty of the secretary to keep minutes of all meetings of the board and to correspond on behalf of the board.

1.26.070 - Meetings and quorum.

- (a) In January of each year, the board shall organize and elect, from its members, a chairperson and vice-chairperson.
- (b) A majority of the board shall constitute a quorum. An affirmative vote of the members present is necessary for the passage of any action.
- (c) All meetings of the board shall be public except as allowed by law.
- (d) There shall be at least one board meeting held each month within the corporate limits of the city.

1.26.080 - Powers and duties of the board.

The board shall act solely as an advisory board to the city council, city administrator, and parks and leisure services director concerning formulation of policy, plans, operation, expansion, and programs to be carried out concerning acquisition, development, and maintenance of the city parks, and carrying out a program of recreation for the general welfare of the citizens of Selah. The board shall also have the power to advise and make recommendations regarding:

- (a) Conduct of any form of recreation or cultural activity that will employ the leisure time of the people in a constructive and wholesome manner;
- (b) Control and supervision of all parks owned, used, leased, or otherwise controlled by the city;
- (c) Planning, promotion, management and acquisition, construction, development, maintenance, and operation, including restrictions on, and compensation to be paid for, concessions or privileges in parks and/or playgrounds, either within or without the city limits, of parks, squares, parkways and boulevards, play and recreation grounds, and/or other municipally owned recreational facilities, including community buildings, and improvements and ornamentation of the same;
- (d) Entering into contracts with the United States, the state of Washington, any county, city or city park district, school district, or any such public organizations for the purpose of conducting a recreation program or exercising any other power granted by this chapter;
- (e) Planting, pruning, spacing and removal of all trees and flora on all parks, playgrounds, squares, parkways, boulevards, public streets, thoroughfares, and recreational facilities owned by the city either within or without the city limits.

1.26.090 - Preliminary budget.

The board shall review the preliminary budget of the department prepared by the parks and leisure services director and make recommendations pertaining thereto prior to its submission to the city administrator.

1.26.100 - Fees.

The department shall establish fees for leisure services. The differential in rates for noncity users may be determined from time to time by resolution.



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



COUNCIL MEETING ACTION ITEM

8/23/2016 N – 1

Title: Resolution Authorizing the Mayor to accept the Third Street Water Main Replacement Project between the City of Selah and P.O.W. Contracting Inc., for the 2013 DWSRF Water Systems Improvements DM13-952-130 as complete and authorize release of retainage.

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A \$0.00 amount due to contractor

Funding Source: Fund 411.000.059.594.65.39

Staff Recommendation:

Approval of the Third Street Watermain Replacement project and release of the retainage after the conditons outlined in the attached letter from HLA have been satisfied.

Background / Findings & Facts:

The Third Street Watermain Replacment project has been completed and Progress Estimate Number 5 has been designated as the Final for work performed by P.O.W. Contracting, Inc. Progress Estimate Number 5 shows a zero balance due to the contractor. Staff also request Mayor authorize release of retainage once the City receives the notice of completions from Department of



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



Revenue, Department of Labor and Industries and Employment Security Department.

Recommended Motion:

Accept and approve resolution for the Third Street Water Main Replacement project as complete and release retainage.



**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:
5/24/2016	Resolution Authorizing the Mayor to sign Change Order No. 1 for the Third Street Water Main Replacement Contract between the City of Selah and P.O.W. Contracting Inc., for the 2013 DWSRF Water Systems Improvements DM13-952-130.
2/9/2016	Resolution authorizing the Mayor to sign a Construction Contract between the City of Selah and P.O.W. Contracting Inc., for the 2013 DWSRF Water Systems Improvements DM13-952-130.

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RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE
THIRD STREET WATERMAIN REPLACEMENT PROJECT FOR
THE 2013 DWSRF WATER SYSTEMS IMPROVEMENTS DM13-
952-130 AS COMPLETE AND AUTHORIZE RELEASE OF
RETAINAGE**

WHEREAS, the City of Selah contracted with P.O.W. Contracting Inc., to perform work for the Third Street Watermain Replacement project, and

WHEREAS, Selah Public Works has reviewed the work performed by P.O.W. Contracting, Inc. on this project and believes it has been completed satisfactorily; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, the Mayor accept the Third Street Watermain Replacement as complete.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 23rd day of August, 2016.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

RESOLUTION NO. _____

August 5, 2016

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

Attn: Mr. Joe Henne
Director Public Works

Re: City of Selah
THIRD STREET WATER MAIN REPLACEMENT
DWSRF Project No.: DM13-952-130
HLA Project No.: 13126C
Final Progress Estimate and Project Acceptance



Dear Joe:

Enclosed is Progress Estimate No. 5 designated as the Final for work performed by P.O.W. Contracting, Inc., through July 6, 2016, in connection with their contract on the above referenced project. The amount due to the Contractor of \$0.00 is net after retainage, as per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the Selah City Council.

This letter also serves as our recommendation for acceptance of this project by the City of Selah. We have reviewed the work performed by P.O.W. Contracting, Inc. on this project and believe it has been completed satisfactorily. Please provide us a copy of the Council resolution authorizing project acceptance.

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

The retainage on this project in the amount of \$25,947.10 should be released to P.O.W. Contracting, Inc., after acceptance of the project and when the following conditions have been satisfied:

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

4. The City has received the following from HLA Engineering and Land Surveying, Inc. (HLA):
 - a. HLA has confirmed that all punch list items identified during the final walk-through inspection have been completed.
 - b. HLA has delivered one neatly marked full-size set of record drawings, two 11"x17" sets, and a scanned emailed copy to City of Selah on August 5, 2016.
 - c. A notarized certificate from the Contractor which states that all labor and materials furnished on this project have been paid for is attached.
 - d. The required project labor and equal employment opportunity documents have been delivered to the City of Selah on August 5, 2016.

We would appreciate receiving a copy of your Council Resolution authorizing release of retainage.

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

Very truly yours,



Stephen S. Hazzard, PE

SSH/crf

Enclosures

Copy: P.O.W. Contracting, Inc. (Hard Copy)
Steven Sziebert, HLA (Hard Copy)
Caroline Fitzsimmons, HLA (Hard Copy)

NOTARIZED STATEMENT

TO THE

City of Selah

I hereby certify that

- a) all materials and labor used and performed in the construction of the THIRD STREET WATER MAIN REPLACEMENT – Project Number 13126C, for the City of Selah, have been paid in full and there are no liens or other legal actions pending;
- b) P.O.W. Contracting, Inc., has complied with the provisions of Section 1-07.19 (Gratuities) of the Standard Specifications; and
- c) All industrial insurance premiums, as required under RCW 51.12.050 (Public Works) and RCW 51.12.070 (work done by contract) have been paid.

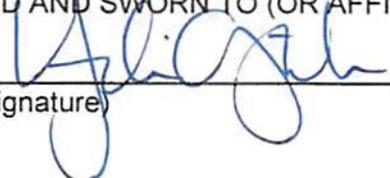
by 

Shelley Ainsworth Corp Secretary
Name and Title (Please print or type)

P.O.W. Contracting, Inc.
Contractor

STATE OF Washington)
COUNTY OF Franklin) SS

SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON July 12, 2016

BY 
(Signature)

Notary Public Printed Name: Yureli Castillo

My Appointment Expires: 9. 4. 2017

(Please return completed CERTIFICATION form to HLA)

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

THIRD STREET WATER MAIN REPLACEMENT
 DWSRF Project No.: DM13-952-130
 HLA Project No.: 13126C

TO: P.O.W. Contracting, Inc.
 P.O. Box 4772
 Pasco, WA 99302

Progress Estimate No.: 5 AND FINAL
 Date: July 6, 2016

Item No.	Description	Payment Specification	Unit	Contract Quantity	Unit Price	Estimate % Quantity	Quantity to Date	Amount	Contract Quantity
SCHEDULE A - WATER MAIN IMPROVEMENTS									
1	Mobilization	1-09.7	LS	1	\$21,000.00	0%	100%	\$21,000.00	100%
2	Project Temporary Traffic Control	1-10.5	LS	1	\$14,000.00	0%	100%	\$14,000.00	100%
3	Removal of Structure and Obstruction	2-02.5	LS	1	\$30,000.00	0%	100%	\$30,000.00	100%
4	Crushed Surfacing Base Course	4-04.5	TON	1,115	\$18.00	0.00	931.00	\$16,758.00	83%
5	Crushed Surfacing Top Course	4-04.5	TON	105	\$18.00	0.00	99.31	\$1,787.58	95%
6	HMA Cl. 1/2-Inch PG 64-28	5-04.5	TON	10	\$150.00	0.00	0.00	\$0.00	0%
7	Cement Conc. Sidewalk 6-Inch Thick	8-14.5	SY	10	\$65.00	0	0	\$0.00	0%
8	Shoring or Extra Excavation	2-09.5	LF	2,360	\$0.50	0	2,298	\$1,149.00	97%
9	D.I. Pipe for Water Main 12 In. Diam.	7-09.5	LF	2,220	\$60.00	0	2,179	\$130,740.00	98%
10	D.I. Pipe for Water Main 6 In. Diam	7-09.5	LF	140	\$30.00	0	119	\$3,570.00	85%
11	Casing Pipe, in Place 18 In. Diam.	7-20.5	LF	40	\$200.00	0	40	\$8,000.00	100%
12	Select Backfill, as Directed	7-08.5	CY	1,500	\$5.00	0	1,708	\$8,540.00	114%
13	Butterfly Valve 12 In.	7-12.5	EA	14	\$2,000.00	0	14	\$28,000.00	100%
14	Hydrant Assembly	7-14.5	EA	7	\$3,500.00	0	7	\$24,500.00	100%
15	Bollard	7-14.5	EA	18	\$175.00	0	16	\$2,800.00	89%
16	Service Connection 1 In. Diam	7-15.5	EA	49	\$1,100.00	0	42	\$46,200.00	86%
17	Service Connection 2 In. Diam	7-15.5	EA	5	\$1,200.00	0	7	\$8,400.00	140%
18	Extend Service Connection 2 In. Diam	7-15.5	EA	3	\$1,000.00	0	5	\$5,000.00	167%
19	Sodded Lawn	8-02.5	SY	200	\$12.00	0	103	\$1,236.00	52%
20	Minor Change	1-04.4(1)	FA	EST.	\$10,000.00	0.00	21,872.40	\$21,872.40	219%
SCHEDULE A, SUBTOTAL								\$373,552.98	
SCHEDULE B - ROADWAY IMPROVEMENTS									
21	Mobilization	1-09.7	LS	1	\$17,000.00	0%	100%	\$17,000.00	100%
22	Project Temporary Traffic Control	1-10.5	LS	1	\$5,000.00	0%	100%	\$5,000.00	100%
23	Planing Bituminous Pavement	5-04.5	SY	5,350	\$1.20	0	0	\$0.00	0%
24	Crushed Surfacing Top Course	4-04.5	TON	70	\$18.00	0.00	103.49	\$1,862.82	148%
25	HMA Cl. 1/2-Inch PG 64-28	5-04.5	TON	650	\$100.00	0.00	733.47	\$73,347.00	113%
26	Adjust Manhole	7-05.5	EA	1	\$350.00	0	2	\$700.00	200%
27	Monument Case and Cover	8-13.5	EA	3	\$200.00	0	3	\$600.00	100%
28	Pavement Markings	8-22.5	LS	1	\$8,500.00	0%	0%	\$0.00	0.0%
29	Minor Change	1-04.4(1)	FA	EST.	\$10,000.00	0.00	7,879.20	\$7,879.20	79%
SCHEDULE B, SUBTOTAL								\$106,389.02	
SCHEDULE A - CHANGE ORDER NO. 1									
1-1	Installation of Two Live Tap Connections with Gate Valves on 12" Water Main, Including All Work in the Third Street and Valleyview Intersection.	7-12.5	LS	1	\$36,000.00	0%	100%	\$36,000.00	100.0%
1-2	Remobilizing Contractor Equipment and Lost Time Regarding 05/19/16 City Shutdown of 12" Water Main.	7-12.5	LS	1	\$3,000.00	0%	100%	\$3,000.00	100.0%
SUBTOTAL								\$39,000.00	

Item No.	Description	Payment Specification	Unit	Contract Quantity	Unit Price	Estimate 5 Quantity	Quantity to Date	Amount	Contract Quantity
								SUBTOTAL, WORK TO DATE	\$518,942.00
								PLUS MATERIALS ON HAND	\$0.00
								SUBTOTAL AMOUNTS	\$518,942.00
								SCHEDULE A ONLY, 8.2% STATE SALES TAX	\$33,829.34
								TOTAL	\$552,771.34
								LESS TOTAL RETAINAGE	\$25,947.10
								LESS AMOUNTS PREVIOUSLY PAID	\$425,154.88
								AMOUNT NOW DUE	\$101,669.36

Progress Estimate No. 1	\$	<u>163,224.63</u>	Retainage:	<u>7,908.17</u>
Progress Estimate No. 2	\$	<u>148,731.53</u>	Retainage:	<u>7,273.52</u>
Progress Estimate No. 3	\$	<u>113,198.72</u>	Retainage:	<u>5,484.44</u>
Progress Estimate No. 4	\$	<u>101,669.36</u>	Retainage:	<u>5,280.97</u>
Progress Estimate No. 5 AND FINAL	\$	<u>0.00</u>	Retainage:	<u>0.00</u>

I hereby certify that the foregoing is a true and correct statement of the work performed under this Contract.



 Stephen S. Hazzard, PE

ACCEPTED

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.



 P.O.W. Contracting, Inc.

7/12/16

 Date:

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

THIRD STREET WATER MAIN REPLACEMENT
 DWSRF Project No.: DM13-952-130
 HLA Project No.: 13126C

TO: P.O.W. Contracting, Inc.
 P.O. Box 4772
 Pasco, WA 99302

Progress Estimate No.: 5 AND FINAL
 Date: July 6, 2016

MINOR CHANGES

DATE	DESCRIPTION	PAID AS	SUB AMOUNT	GC AMOUNT	TOTAL AMOUNT	SUB NAME	TIME EXTENSION
SCHEDULE A - WATER MAIN IMPROVEMENTS							
4/25/2016	NEW METER BOX LIDS	20		\$1,582.38	\$1,582.38		
6/30/2016	LONG SLEEVE COUPLERS	20		\$2,250.00	\$2,250.00		
6/30/2016	SEE FORCE ACCOUNT SUMMARY FOR DETAIL	20		\$14,930.84	\$14,930.84		
5/31/2016	REMOVE FIRE HYDRANT ASSY STA 28+00	20		\$600.00	\$600.00		
6/30/2016	COST DIFFERENCE FOR FOUR ADDITIONAL LENGTH HYDRANTS	20		\$548.98	\$548.98		
6/30/2016	COST DIFFERENCE FOR STAINLESS STEEL HOT TAPS	20		\$1,960.20	\$1,960.20		
Subtotal					\$21,872.40		
SCHEDULE B - ROADWAY IMPROVEMENTS							
6/30/2016	PREPARATION OF ROADWAY FOR ASPHALT	29		\$5,389.20	\$5,389.20		
6/30/2016	ASPHALT REMOVAL	29		\$2,490.00	\$2,490.00		
Subtotal					\$7,879.20		

cc: P.O.W. Contracting, Inc.
 Stephen Hazzard, PE, HLA
 Steve Sziebert, HLA
 Eric Stein, HLA

HLA Engineering and Land Surveying, Inc.

DATE:
Progress Estimate No.:

July 6, 2016
5 AND FINAL

CITY OF SELAH
PROJECT NAME:
DWSRF PROJECT NO.:
HLA PROJECT NO.:
PRIME CONTRACTOR:
DESCRIPTION:

THIRD STREET WATERMAIN REPLACEMENT
DM13-952-130
13126C
P.O.W. CONTRACTING, INC.
SUMMARY OF COSTS

FORCE ACCOUNT SUMMARY

DATE	LOCATION	COST	COST TO DATE	COMMENTS
SCHEDULE A - WATER MAIN IMPROVEMENTS				
3/29/16	STA 20+10	\$507.18	\$507.18	P.O.W. - HIT UNKNOWN/UNMARKED 1 IN STEEL WATER LINE.
3/29/16	STA 20+10	\$1,652.87	\$2,160.05	P.O.W. - WHEN CITY TURNED WATER ON TO ALL EXISTING/NEW WATER MAINS, THE 1 IN STEEL WATER LINE, BROKE EARLIER, BEGAN TO LEAK FROM AN UNKNOWN LOCATION. P.O.W. DUG AND LOCATED. WATER HAD TO BE PUMPED AND TRENCH DUG TO REPAIR.
3/30/16	STA 21+16	\$285.18	\$2,445.23	P.O.W. - HIT AND BROKE AN UNMARKED CONCRETE SIDE SEWER. P.O.W. REPAIRED THE PIPE.
3/30/16	STA 22+18	\$506.33	\$2,951.56	P.O.W. - HIT AN UNMARKED 3/4 IN LIVE WATER SERVICE.
4/4/16	STA 24+68	\$278.46	\$3,230.02	P.O.W. - HIT AND BROKE AN UNMARKED CONCRETE SIDE SEWER. P.O.W. REPAIRED THE PIPE. CITY PROVIDED THE 3034 PVCPIPE.
4/5/16	STA 26+46, 27+03, 27+27	\$1,187.02	\$4,417.04	P.O.W. - HIT THREE UNKNOWN/UNMARKED PIPE, 2 IN GALV. PIPE, 8 IN CONCRETE PIPE, AND 1 IN WATER SERVICE.
4/11/16	STA 32+48	\$506.34	\$4,923.38	P.O.W. - HIT AN UNMARKED 3/4 IN LIVE WATER SERVICE.
4/19/16	STA 39+00	\$546.64	\$5,470.02	P.O.W. - HIT AN UNMARKED 6 IN CONCRETE SIDE SEWER.
4/26/16	STA 27+05	\$518.17	\$5,988.19	P.O.W. - DIRECTED BY HLA TO ENCASE 6" DUCTILE FIRE HYDRANT RUN THAT WENT UNDER EXISTING SEWER MAIN.
4/28/16	604 3RD ST	\$2,825.04	\$8,813.23	P.O.W. - EXISTING METER IS NOT SHOWN ON PLANS AND THE DISTANCE FROM RIGHT OF WAY TO THE EXISTING METER IS APPROXIMATELY 25 FT.
5/2/16	515 3RD ST	\$348.07	\$9,161.30	P.O.W. - EXISTING METER IS NOT SHOWN ON PLANS. THE EXISTING METER IS 16 FT FURTHER EAST THAN WERE RIGHT OF WAY IS. P.O.W. HAD 21 FT OF EXTRA DIGGING AND 16 FT OF NEW 1" COPPER.
5/3/16	512 3RD ST	\$582.32	\$9,743.62	P.O.W. - PINE TREE ATE THE EXISTING METER AND METER BOX. P.O.W. HAD TO DIG FURTHER BACK THAN ANITICIPATED AND DEAL WITH SEVERAL LARGE PINE TREE ROOTS, AND 4" CONCRETE SIDE SEWER THAT CITY DID NOT KNOW ABOUT.
5/4/16	507 3RD ST	\$299.36	\$10,042.98	P.O.W. - P.O.W. ENCOUNTERED A 'GOAT HORN' CONNECTION AT THE PEACHTREE APTS. P.O.W. OPENED THE HOLE FOR NORMAL DESIGN TIE IN ONLY TO FIND THREE LINES INSTEAD OF ONE. BURY HOLE AND COME BACK TO DO THE TIE IN.
5/5/16	RIVERVIEW	\$804.58	\$10,847.56	P.O.W. - P.O.W. HIT AN UNKNOWN/UNMARKED 2" STEEL LINE THAT WAS SUPPOSED TO BE ABANDONED IN THE 1998 PROJECT BUT WAS NOT.
5/12/16	SOUTHERN AND 3RD ST	\$1,979.89	\$12,827.45	P.O.W. - CITY DID NOT KNOW HOW THE EXISTING MAIN AT SOUTHERN AND 3RD WAS PUT TOGETHER. DIRECTED P.O.W. TO FIND EXISTING 6" LINE, CUT AND CAP THE LINE BECAUSE THERE WAS NO VALVE THAT WOULD SHUT DOWN ONCE THE LINE WAS ABANDONED.
5/17/16	3RD AND PLEASANT	\$2,103.39	\$14,930.84	P.O.W. - ADD 45'S FOR ALIGNMENT (HOR/VERT) CHANGES FOR BOTH TIE INS.

DATE	LOCATION	COST	COST TO DATE	COMMENTS
SCHEDULE B - ROADWAY IMPROVEMENTS				

cc: P.O.W. Contracting, Inc.
 Stephen Hazzard, PE, HLA
 Steve Sziebert, HLA
 Eric Stein, HLA



Original
 Revised # _____

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: _____ Contractor's UBI Number: 601 837 639

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

Department Use Only
Assigned to: _____
Date Assigned: _____

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

Project Name THIRD STREET WATER MAIN REPLACEMENT		Contract Number 13126C	Job Order Contracting <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Work Done/Include Jobsite Address(es) This project will consist of installing 2,220 LF 12-inch ductile iron water main pipe, 12-inch butterfly valves, fire hydrant assemblies, serv. connections, select backfill, CSBC, HMA paving, planing bituminous pavement, and other related work. Third St. Selah, WA 98942			
Federally funded transportation project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)			
Contractor's Name P.O.W. Contracting, Inc.		E-mail Address shelley@powcontracting.com	Affidavit ID* 652350
Contractor Address P.O. Box 4772 Pasco, WA 99302		Telephone # (509)542-8507	
If Retainage is not withheld, please select one of the following and List Surety's Name & Bond Number. <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)			
Name:		Bond Number:	
Date Contract Awarded 02/23/16	Date Work Commenced 03/21/16	Date Work Completed 08/02/16	Date Work Accepted
Were Subcontractors used on this project? If so, please complete Addendum A.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Affidavit ID* - No L&I release will be granted until all affidavits are listed.			

Contract Amount	\$ 488,270.00		
Additions (+)	\$ 30,672.00	Liquidated Damages \$	
Reductions (-)	\$	Amount Disbursed \$	526,824.24
Sub-Total	\$ 518,942.00	Amount Retained \$	25,947.10
Amount of Sales Tax <u>8.2</u>			
(If various rates apply, please send a breakdown)	\$ 33829.34		
TOTAL	\$ 552,771.34	TOTAL \$	552,771.34

NOTE: These two totals must be equal

Comments: Washington State Sales Tax of 8.2% collected on Schedule A work only of \$412,552.98 x 8.2% = \$33,829.34.
--

Note: The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.
NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.
Submitting Form: Please submit the completed form by email to all three agencies below.

Contact Name: Date Novobielski
Email Address: dnovobielski@ci.selah.wa.us

Title: Clerk - Treasurer
Phone Number: (509)698-7328



Employment Security Department
 Registration, Inquiry, Standards & Coordination Unit
 (360) 902-9450
 publicworks@esd.wa.gov

City of Selah
THIRD STREET WATER MAIN REPLACEMENT
13126C
P.O.W. Contracting, Inc.
Contractor's Phone No.: (509)542-8507
PROJECT CLOSING CHECK LIST

***Mr. Dale Novobielski/Cindy Graziano:**

Date Received/Sent:

- The City has received the following from Huibregtse, Louman Associates, Inc.:
 - Final Progress Estimate: ATTACHED
 - Notice of Completion of Public Works Contract DOR/L&I/ESD: ATTACHED / EMAILED 08/05/16
 - Notarized Statement: ATTACHED
 - Confirmation that all Punch List items complete: ✓
 - Record Drawings: SENT 08/05/16
- Labor and equal employment opportunity documents:
 - Statement of Intent / Affidavit of Wages paid approved by the State Department of Labor and Industries: SENT 08/05/16
 - Certified payrolls for the Contractor and Sub-contractor: SENT 08/05/16
- Council resolution authorizing project acceptance: _____
- Copy sent to HLA (cfitzsimmons@hllcivil.com): _____
- Sent 1 copy of Notice of Completion of Public Works Contract to Department of Revenue: _____
 - Received WS Department of Revenue Cert of Payment Of State Excise Taxes by PW Contractor release: (Example Copy Attached) ✓ _____
- Sent 1 copy of Notice of Completion of Public Works Contract to Employment Security Department: _____
 - Received WS Employment Security Dept Cert of Payment of Contribution.... PW Contract release: (Example Copy Attached - Form EMS 8449 760 R3-98) ✓ _____
- Sent 1 copy of Notice of Completion of Public Works Contract to Department of Labor and Industries: _____
 - Received Dept. of Labor & Industries Cert of Payment Of Industrial Insurance Premiums by PW Contractor release: (Example Copy Attached) ✓ _____
- There are no liens or claims for labor and materials filed against retainage: _____
- A full sixty (60) days have elapsed since the official acceptance of this project by the City Council: _____
- Released Retainage (\$25,947.10): ✓ _____
 - Copy sent to HLA (cfitzsimmons@hllcivil.com): _____



STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES

CITY OF SELAH
ATTN: DALE NOVOTSKI-CLERK
115 WEST NACHES AVENUE
SELAH WA 98942

Certificate of Release of the State's Lien on Public Works Contracts

With this letter, the Washington State Department of Labor & Industries approves of your release or payment of the contract amount retained from the following contractor ---

MORENO & NELSON CONSTRUCTION 069,719-01 602 674 342
PO BOX 794
WALLA WALLA WA 99362-0250

--- related to the following public works contract:

WERNEX LOOP
14064C

This approval is for workers' compensation insurance premiums only.

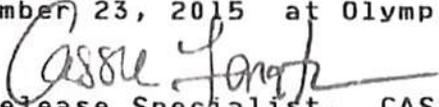
L&I's prevailing wage section separately requires all contractors on the project file an affidavit of wages paid. These affidavits must be approved before retainage can be released.

In our opinion, all workers' compensation insurance premiums, increases, and penalties due to L&I from this contractor have been paid in full or are readily collectible without recourse to the state's lien on the retained percentage.**

This letter's sole purpose is to communicate our release of the state's lien to the public official responsible for paying or authorizing the payment of public funds to the contractor named above.

If we later determine that the contractor owes additional premiums related to the above-mentioned contract or other activities, the contractor is still liable for payment.

Dated November 23, 2015 at Olympia, Washington.


Contract Release Specialist, CASSIE LANGTON
360-902-5649 or LACD235@LNI.WA.GOV

** Title 51 RCW authorizes L&I to collect workers' compensation insurance premiums, increases, and penalties. Chapter 60.28 RCW establishes L&I's priority regarding this lien. Chapter 39.12 RCW addresses L&I's requirement for affidavits of wages paid.



Washington State
Department of Revenue
PO Box 47474
Olympia, WA 98504-7474

602 674 342

Certificate of Payment of State Excise Taxes by Public Works Contractor

MORENO & NELSON CONSTRUCTION
PO BOX 794
WALLA WALLA WA 99362 0250

CITY OF SELAH
DALE NOVOBIELSKI
115 W NACHES AVE
SELAH WA 98942

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

CITY OF SELAH

14064C, WERNEX LOOP

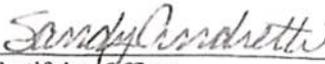
together with all other taxes, increases and penalties due from such contractor, have been paid in full or that they are, in the Department's opinion, readily collectible without recourse to the state's lien on the retained percentage.

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

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

Dated 11/19/2015 at Olympia, Washington,

State of Washington
Department of Revenue


Certifying Officer

For tax assistance, visit dor.wa.gov or call 1-800-647-7706. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985.



Employment Security Department

WASHINGTON STATE

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

MORENO & NELSON
CONSTRUCTION INC
PO BOX 794
WALLA WALLA, WA 99362-0250

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

ES Reference #: 35736100 0
UBI No: 602674342



AWARDING AGENCY:
CITY OF SELAH
115 W Naches Ave
SELAH, WA 98942

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

Description: WERNEX LOOP.
Contract number: 14064C

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

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

Dated at Olympia, Washington on December 11, 2015.

EMPLOYMENT SECURITY DEPARTMENT

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



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



COUNCIL MEETING ACTION ITEM

8/23/2016 N – 2

Title: Resolution establishing September 13, 2016 as the public hearing date to consider the adoption of the “Selah Transit Development Plan” for the Six-year Plan 2016-2021.

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: N/A

Funding Source: N/A

Staff Recommendation:

Pass the resolution to set the public hearing.

Background / Findings & Facts:

Although this is a six year plan it must be updated yearly with an annual report from the previous year and a description and projected budget for the following six. Attached is a DRAFT of the transit plan.

Recommended Motion:

Move to approve the Resolution establishing September 13, 2016 as the public hearing date to consider the adoption of the “Selah Transit Development Plan”.



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



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

Date:	Action Taken:
8/25/2015	Resolution adopting the Selah Transit Development Plan, including the annual report for 2014 and six-year Plan 2015-2020.
8/25/2015	Public hearing to consider the resolution adopting the Selah Transit Development Plan
8/11/2015	Set a public hearing for the Selah Transit Development Plan

[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.](#)

RESOLUTION NO. _____

RESOLUTION ESTABLISHING SEPTEMBER 13, 2016 AS THE PUBLIC HEARING DATE TO CONSIDER THE ADOPTION OF THE "SELAH TRANSIT DEVELOPMENT PLAN" FOR THE SIX-YEAR PLAN 2016-2021

WHEREAS, the Washington State Department of Transportation requires the City to publish, annually, its Transit Report and to update its Six-year Transit Development Plan; and,

WHEREAS, the City desires to adopt the Selah Transit Development Plan; and,

WHEREAS, the City wishes to hold a public hearing to invite comments; and,

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

That September 13, 2016 at 4:30 p.m., or as soon thereafter as practical, in the Council Chambers, City Hall Bldg., 115 W. Naches Avenue, Selah, WA is established as the date, time and place of a public hearing to hear and decide said "Selah Transit Development Plan" for the Six-year Plan 2016- 2021 and that notice of said public hearing shall be provided as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, THIS 13th DAY OF SEPTEMBER, 2016.

ATTEST:

Sherry Raymond, Mayor

Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

RESOLUTION NO. _____

City of Selah
Selah Transit Development Plan



Annual Report for 2015
And
Six-year Plan 2016-2021
Reported Annually

Adopted by the Selah City Council: _____ Resolution _____

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Acknowledgements

CITY OF SELAH

Donald Wayman, City Administrator

Joe Henne, Public Works Director

Dale Novobielski, Treasurer

YAKIMA TRANSIT

Alvie Maxey, Transit Manager

Kevin Futrell, Project Planner



INTRODUCTION

The Transit Development Plan 2016-2021 and 2015 Annual Report provides updated information to the Washington State Department of Transportation (WSDOT) on Selah Transit's 2014 transportation components and accomplishments and proposed action strategies for 2016 to 2021.

This document is submitted per the requirements of RCW § 35.58.2795. Selah is required to prepare a six-year transit development plan and annual report every year. WSDOT uses this document to prepare an annual report for the Washington State Legislature summarizing the status of public transportation systems statewide. This document is also used to notify the public about projects that have been completed, are in process, or are planned for the future. Following a public hearing, the Selah City Council must approve this document prior to this document going into effect.

History

Selah was officially incorporated on April 3, 1919. Selah has a strong mayor form of government. Selah's base economic activity primarily consists of fruit warehousing/processing facilities, due to the proximity of fruit orchards in the nearby Wenas Valley and access to regional railroad and roadway systems for shipment to markets. Selah is one of the many communities that serve as a "bedroom community" to the city of Yakima to the south.

In 2009, the City of Selah began operating fixed-route bus & paratransit services under a contract with the City of Yakima (Yakima Transit) and continues to purchase those services. Selah's Transit services are funded by a voter-approved 0.3% sales tax (2007). Service initially started out with a north-south route through Selah and a trip along the Speyers-Fremont Loop.

In 2010, bus service was expanded to include a second trip along the Speyers-Fremont Loop during the route and frequency increased to hourly service.

In 2014, service was expanded to the Selah Firing Center Park & Ride providing a long-desired connection for military personnel working at the Firing Center and a Yakima-Ellensburg Commuter connection. Frequency reverted back to hourly service with half-hour service during the AM/PM peak hours and only one trip along the Speyers-Fremont Loop during the route.

On July 1, 2015, Selah began participating in funding the Yakima-Ellensburg Commuter, which has a stop at the Selah Civic Center and at the Yakima Firing Center. The Yakima-Ellensburg Commuter bus service is funded with a WSDOT grant, funds from the City of Selah, City of Yakima, and Central Washington University.

SECTION I: ORGANIZATION

Organizational Structure

The City of Selah does not have any transit-specific employees dedicated to Selah's Transit operations. Selah's transit-related staff consists of administrative personnel that support the City as a whole,

including positions from City Hall and Public Works. The transit contract with the City of Yakima is overseen by the Selah Public Works Director.

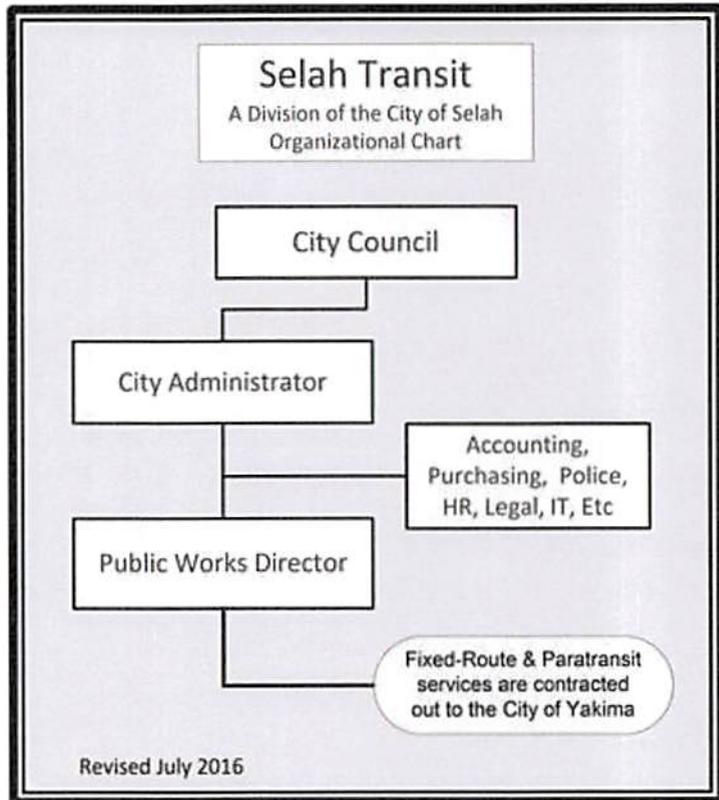
Physical Plant

Selah Transit does not have a facility dedicated to only Transit services. Selah Transit is operated incidental to other activities out of Selah City Hall and the Selah Public Works Facility. The only physical site purchased with Transit funds is the park & ride property next to the Selah Civic Center.

SECTION II: TRANSPORTATION SERVICES

Fixed-Route Service

The City of Selah’s fixed-route bus service is operated Mon-Fri from 6am-7pm, Saturday from 7am-6pm, and Sundays 8am-4pm all of which is in line with the services offered by the City of Yakima. Transit services are not available on nationally-recognized holidays (New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, & Christmas Day).



Selah is served by Yakima Transit’s Route 10, which serves both Selah and Yakima. Ridership for Route 10 in 2015 was 100,207 passengers, a slight increase from 2014 (100,099). The decrease was relatively low; Yakima Transit’s system-wide decrease was 4.4% during the same period. Ridership varies from year to year and is affected by service changes including modifying routes, expanding/contracting service, changes to transfer policies, & increases in fares. Ridership was down across all passengers modes.

	One-way fare	Monthly Passes
Adults (age 18 and over).....	\$1.00.....	\$25.00
Youths (age 6 - 17).....	75¢.....	\$18.00
Reduced Fare (Persons 62/over, people with disabilities and Medicare Card holders. Reduced Fare ID card with photo required for reduced fare.).....	50¢.....	\$9.00
Yakima-Ellensburg Commuter.....	\$5.00.....	\$150.00
Pre-School (under 6, accompanied by adult).....	FREE	
Transfers (See Transfer policy, page 4).....	FREE	

Several changes have been made to the route since the inception of the program, which have included a second trip per hour along the Fremont Speyer’s Loop, changes along N. Wenas Road and Jim Clements



Way, modifications to frequency (from hourly service to half-hour service to hourly-plus-peak service (AM/PM)). The service currently extends a commuter service-type extension out to the Firing Center Park & Ride Lot serving Zirkle Fruit along the way. The city of Selah will continue to make modifications as streets change and passenger transportation needs continue to evolve.

Yakima Transit retains all fares from the fixed-route service as part of the service agreement with Yakima Transit. As part of the consideration of keeping the fare revenue, Selah participates in Yakima Transit's operating grants.

Paratransit

Yakima Transit continued to provide paratransit (Dial-A-Ride) services for Selah in 2015 through an agreement with Medstar. Paratransit services are required under Federal Transit Administration regulations because fixed-route bus service is provided. Door-to-door paratransit services are provided only to individuals who cannot access fixed-route bus service when fixed-route is in service. Selah's paratransit services the areas within the city limits of Yakima and Selah and some trips into the city of Union Gap (many for dialysis). Selah's trips are those trips that start in or return to Selah. Paratransit ridership increased from 3,340 passengers in 2014 to 3,713 passengers in 2015. Paratransit services typically costs around \$20 per passenger trip.

SECTION III: SHORT & LONG-RANGE PUBLIC TRANSPORTATION & CAPITAL IMPROVEMENT PRIORITIES

Local Priorities

This plan establishes local priorities for Selah's Transit Services, which include:

1. Connecting Selah's Transit System with Neighboring Transit Systems

Connections can be made from Prosser to Ellensburg by utilizing the Yakima-Ellensburg Commuter, People For People's Community Connector, & Yakima Transit's fixed-route system. Selah anticipates participation in the Yakima-Ellensburg Commuter potentially through funding support and capital improvements.

2. Providing Efficient and Effective Transit Services throughout Selah

Selah's constantly looking at ways to provide more effective and efficient service to passengers though route modifications and passenger facilities (park & ride locations and passenger shelters).

Capital Improvements

Selah purchased property behind the City's Civic Center and intends to develop it into a park & ride lot serving not only fixed-route bus service, but also, the Yakima-Ellensburg Commuter.

Additional ADA accessible passenger shelters and sidewalk improvements for passengers are proposed for the future.

SECTION IV: PROGRAM FUNDING & EXPENSES

Operating Revenue

Selah utilizes sales tax revenue & grant funding to maintain transit services. Selah Transit's operating revenue was \$326,273 for 2015. Operating revenues for 2016 for Selah are anticipated to be slightly lower than 2015 funding levels.

The city of Selah purchases fixed-route bus and Dial-A-Ride services from the city of Yakima. These services allow Yakima residents to come to Selah to purchase goods and services, as well as work for local employers or access life-necessity services like dental, medical, & social services, and vice versa. Currently, Selah's service consists of a portion of Yakima Transit's Route 10, which travels from the Yakima Downtown Transit Center along N. 1st Street to and throughout the city of Selah. Selah pays for the time that the bus travels within the city of Selah on an hourly rate. Selah pays for paratransit (Dial A Ride) trips on a per trip basis along with allocated insurance and fuel costs.

Selah benefits from Yakima Transit's operating grants as they relate to their service including utilizing a portion of Yakima Transit's annual allocation from the Federal Transit Administration. Service reductions and expansions are at Selah's discretion. Selah's most recent change was to extend services to the Firing Center (7 round trips per weekday) to provide additional support for the Yakima-Ellensburg Commuter, provide local bus service to the Firing Center, and provide service to workers at the Zirkle fruit warehouse & processing facility.

Sales Taxes

The City of Selah has a voter-approved 0.3% sales tax that pays for operating service in Selah, mainly fixed-route and paratransit services contracted for through Yakima Transit. Each 0.1% of sales tax equals approximately \$110K in revenue.

Grant Funds

The City of Selah typically participates in Yakima Transit grants relating to Selah's service. In 2015, it included the Federal 5307 annual apportionment grant. Selah has applied for Federal Congestion Mitigation Air Quality funding to pave the planned Park & Ride lot next to the Selah Civic Center.

Washington State Transit Formula Funds

The Washington State Department of Transportation allocates funding to the city of Selah to help off-set the cost of paratransit (Dial A Ride) services. The July 2015 - June 2017 amount was \$11,729.

Operating Expenditures

Selah's 2015 operating expenses were \$280,279. Selah's contract service rates remained flat in 2015 and are anticipated to increase slightly for 2017. Paratransit services remained relatively close to actual costs for 2015 and are based on a cost-per-trip basis as negotiated by the City of Yakima with Medstar the Dial-A-Ride contractor. The rates the paratransit contractor charges typically increase each year due to a built in cost of living increase. Selah Transit's contracting expenses are anticipated to slightly increase through 2020.

Capital Funds

Selah typically plans to spend \$11K year on transit shelters and \$5K year on sidewalk repairs and replacement along the fixed-route system in Selah. In 2015, Selah spent \$151,601 on capital expenses (Park & Ride \$135,601). Except for 2017 (Civic Center Park & Ride development), annual capital expenses are anticipated to be less than \$20,000 through 2020.

SECTION V: SIGNIFICANT CHANGES PLANNED, 2016 – 2021

For the 2016-2021 period, the only significant transit project planned is the park and ride lot located next to the Selah Civic Center. Smaller projects include sidewalk improvements, ADA improvements, and new transit shelters along the fixed-route system.



Exhibit A – Transit Financials

Selah Transit - 2015 Annual Report & Budget 2016-2021							
	2015	2016	2017	2018	2019	2020	2021
Beginning Balance	\$285,073	\$249,466	\$270,044	\$187,544	\$197,044	\$212,544	\$212,544
Operating Revenues							
Sales Tax	\$ 349,597	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000
Federal Operating Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WSDOT Grants	\$ -	\$ 11,729	\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ 6,000
WSDOT Formula Funds	\$ 4,807	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 1,869	\$ 1,420	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Total Operating Revenue	\$ 356,273	\$ 323,149	\$ 317,500	\$ 311,500	\$ 317,500	\$ 317,500	\$ 317,500
Operating Expenses							
Fixed-Route P&M	\$ 218,050	\$ 245,571	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Yakima-Ellensburg Commuter	\$ 8,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
Paratransit ADA P&M	\$ 54,229	\$ 65,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Total Operating Expenses	\$ 280,279	\$ 326,571	\$ 326,000				
Net Cash Available	\$361,066	\$246,044	\$261,544	\$173,044	\$188,544	\$204,044	\$204,044
Capital Revenue							
Sales Tax Revenue	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
WSDOT Grant - Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Revenue	\$ 40,000						
Capital Expenditures							
Minor Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities	\$ 135,601	\$ -	\$ 98,000	\$ -	\$ -	\$ -	\$ -
Shelters/benches/signs	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000
Sidewalks	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Total Capital Expenses	\$ 151,601	\$ 16,000	\$ 114,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
Ending Cash Balance 12/31	\$ 249,466	\$ 270,044	\$ 187,544	\$ 197,044	\$ 212,544	\$ 228,044	\$ 228,044



Appendix B: Six-Year Transit Improvement Plan - Project List

The only planned project in the next six years is the proposed park and ride lot at the Selah Civic Center. The City of Selah is seeking Congestion Mitigation Air Quality funding to assist in building out the park and ride lot. Matching funds for the project will come from Selah Transit Sales Tax.

The sidewalk and shelter projects are ongoing each year.

Priority	Project Identification	Improvement Type	Funded?	Status	Length		(funds shown in thousands)							Funded Projects Only			
					Route Loop	Completion Time	Phase Start (mm/yy)	Fund Source Information					Expense		Envir. Type	ROW Required	
								Anticipated Source	Federal	State	Local	Total	Schedule				
													1st	2nd			
1	Transit Amenities - 5 new bus shelters w/ lighting (benches/sign/garbage cans)	C	Y	Planned	10	5yr	10/16					54	54	54		CE	No
2	Park & Ride - Pave property previously purchased (Near Selah Civic Center)	C	N	Planned	10	1 yr	3/17	CMAQ	85		13	98	98		CE	No	
3	ADA Sidewalk Improvements - improve access to transit stops along 1st Street	C	Y	Ongoing	10	5yr					25	25	25		CE	No	

APPENDIX C: PUBLIC HEARING NOTICE

Sunday, August 7, 2016

Selah Transit is submitting to the Washington State Department of Transportation its Six-Year Transit Development Plan and Annual Report.

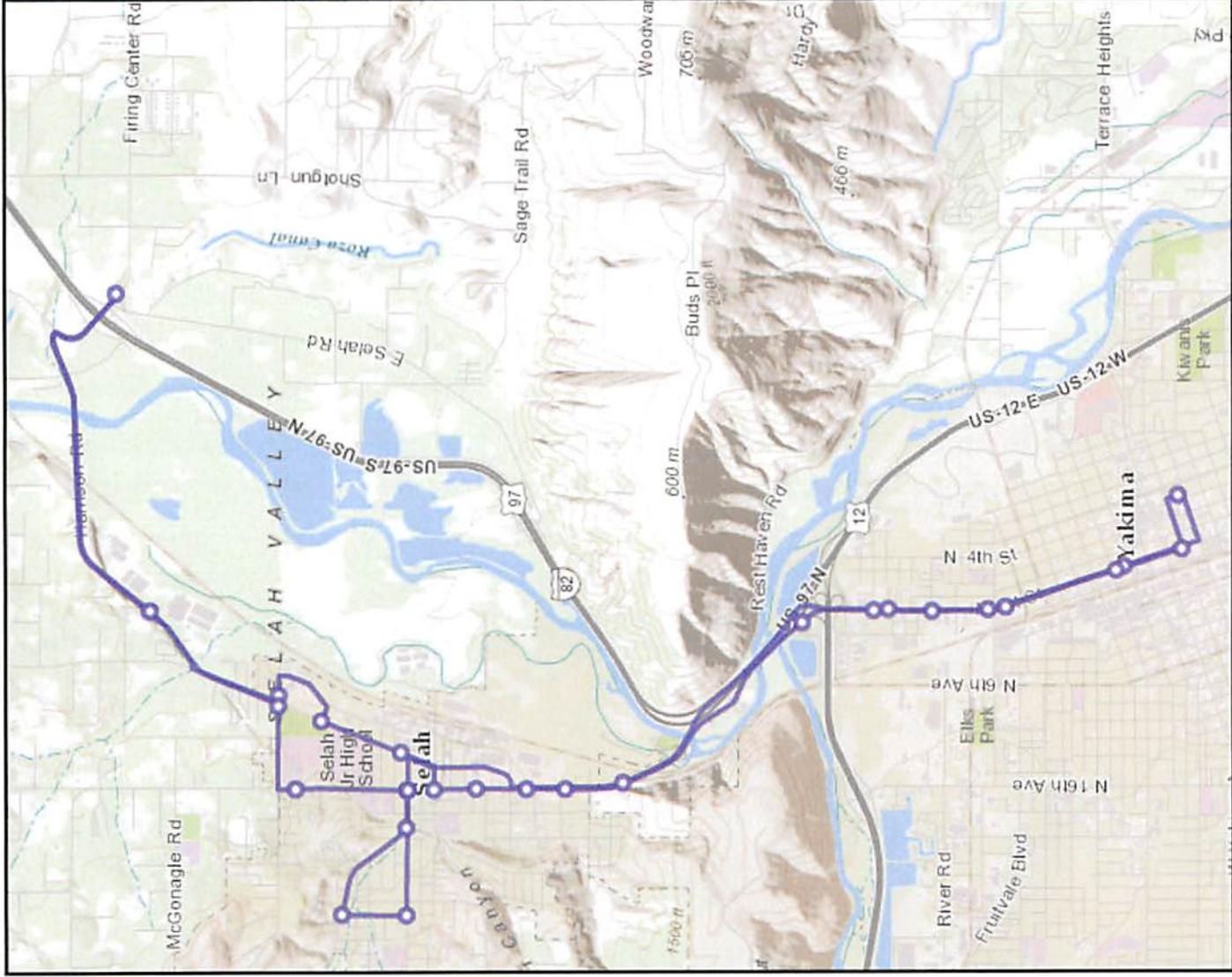
These documents address state and local long and short-range priorities, capital improvements, planned significant operating changes, program funding sources, and the summary of Selah Transit's 2015 operations and proposed changes over the next six years. The proposed program will be the final program, unless amended, satisfies the requirements regarding the final Program Of Projects.

A public hearing on the submittal will be held by the Selah City Council on August 23, 2016.

A draft document is available for public review during normal office hours at the Selah City Hall located at 115 W. Naches Avenue, Selah, WA 98942 or online at www.selahwa.gov/TDP2016.



Appendix D: Fixed-Route Map





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



COUNCIL MEETING ACTION ITEM

8/23/2016 N – 3

Title: Resolution Authorizing the Mayor to sign a Service Contract with Northwest Employee Assistance Program a Division of Comprehensive Healthcare for Employee Assistance Program Services

Thru: Donald Wayman, City Administrator

From: Andrew Potter, Human Resource Manager

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: Varies based on Employee Use; \$105 per hour for up to 3 counseling sessions.

Funding Source: Primarily Fund 001

Staff Recommendation:

Seeing as we have a benefit policy outlining an Employee Assistance Program (EAP) yet we have no method to carry out that policy, I recommend that we implement this Pay Per Use EAP contract with a Division of Comprehensive Healthcare so as to provide said benefit to our employees.

Background / Findings & Facts:

Our Current Personnel Rules and Regulations state:

The purpose of the City Employee Assistance Program is to establish a voluntary program of professional and confidential counseling and assistance to regular full-time and regular part-time employees whose job performance, health, or well-being are adversely affected by personal problems. The City recognizes that a wide range of personal problems, such as emotional or mental stress, marital or financial difficulties, or drug or alcohol dependency, can affect an



CITY OF SELAH CITY COUNCIL AGENDA ITEM SUMMARY



employee's performance. These problems may or may not be caused by or related to the individual's responsibilities as an employee, but nevertheless, they have an effect on work performance, safety, or overall welfare of that employee, co-workers, and the City. Many times the employee is able to overcome these problems independently, once the fact that work performance is being affected is brought to his or her attention. However, in other instances, professional assistance may be needed to aid the employee in recognizing and overcoming personal difficulties.

In an effort to provide a means for assisting employees and their families in identifying, beginning to deal with, and hopefully overcoming problems of this nature, the City has established an Employee Assistance Program (EAP). The program is designed to allow the employee and his or her family to voluntarily and confidentially seek professional assistance from an independent counseling service. An EAP agency is an independent agency which provides professional and confidential diagnostic, counseling and referral service to City employees and their families by contract and at no cost to the employee.

When work performance problems are identified and cannot be corrected by the supervisor through normal corrective actions, use of the EAP will be suggested by the supervisor. The existence of non-work related personal problems does not release the employee from the responsibility to perform his/her job responsibility satisfactorily. Participation in the EAP will in no way jeopardize an employee's professional status, job security or promotional status. Utilization of the EAP agency during normal working hours will be subject to the use of sick leave.

The employee and his or her family may choose to use the agency's services independently without the suggestion of a supervisor. The self-initiated contact between the employee, his or her family and the agency will be confidential and records are not accessible to either the supervisor or the City. The EAP agency will provide up to three diagnostic sessions and, if necessary, a referral to potential service agencies for specific treatment. Coordination of medical benefits for the additional counseling or referral assistance by the EAP is determined by the medical plan covering the individual employee. Questions concerning insurance coverage can be referred to Human Resources.

Recommended Motion:

Move to Approve the Resolution Authorizing the Mayor to sign a Service Contract with Northwest Employee Assistance Program

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SERVICE
CONTRACT WITH NORTHWEST EMPLOYEE ASSISTANCE
PROGRAM A DIVISION OF COMPREHENSIVE HEALTHCARE
FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES**

WHEREAS, the City of Selah currently has an Employee Assistance Program (EAP) outlined in its Personnel Rules and Regulations and the City of Selah desires to continue to provide this quality of life benefit to its employees; and

WHEREAS, the Northwest Employee Assistance Program is a qualified local provider of these services and has submitted a reasonable pay per use services contract; and

WHEREAS, the City of Selah has determined that this is the wise, expedient, and in the best interest of the City and its employees to use their services.

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

Resolution Authorizing the Mayor to sign a Service Contract with Northwest Employee Assistance Program a Division of Comprehensive Healthcare for Employee Assistance Program Services

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 23rd day of August, 2016.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

RESOLUTION NO. _____



Northwest Employee Assistance Program

We're here to help when you need us!

An Employee Assistance Program (EAP) is an employer sponsored program designed to provide you and dependent members of your family with an opportunity to confidentially discuss problems and concerns that may be affecting your lives. Within this confidential program you will be given appropriate resources designed to help with your specific problems.

What Kinds of Problems Are Appropriate for an EAP Consultation?

Any problem that is affecting your life and your work is appropriate for Employee Assistance Program services. You may seek or be referred to the EAP for assistance in dealing with many issues, including:

- Parenting Concerns
- Child/Adolescent Issues
- Drug and Alcohol Use
- Communication Difficulty
- Work-related Issues
- Stress Management
- Grief & Loss
- Marriage and Family
- Depression, Anxiety, or other Emotional Concerns
- Aging Parents

When You Meet with a Counselor

Your counselor is there to assess your problem and help you to resolve it. Sometimes this can be done the first time you meet. Under the Employee Assistance Program, you or your dependent family member may meet for additional sessions based on your employer's benefit plan.

Program Confidentiality

Your use of your Employee Assistance Program is confidential. No one at your company will know that you or any member of your family is using the program.

Only information specifically authorized by the employee or family member through a signed release of information may be shared by anyone.

EAP Availability

When you call NEAP, you will be able to schedule an appointment without charge (however, "no shows" for appointments may be charged \$30). At the time you make the appointment, please identify yourself and your company. The receptionist will ask your name and a general description of the problem you want to discuss. This helps determine which counselor will be the best for you.

Your company values you and wants to assist you when you are in need. Your EAP has been developed because of this concern.

The program is designed to provide support for employees who may be experiencing problems which significantly affect their physical, mental and/or spiritual well-being.

Three Convenient Locations to Contact for Appointments:

Northwest Associates

401 S 5th Ave, Yakima, WA
(509) 575-4313

707 North Pearl, #E, Ellensburg, WA
(509) 925-9861

Comprehensive

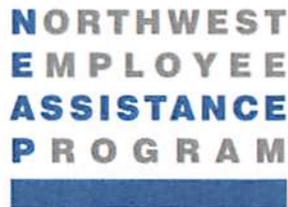
1319 Saul Road, Sunnyside, WA
(509)-837-2089

From all areas

1-800-321-3498

For more information contact
NEAP Coordinator
P.O. Box 959 Yakima, WA 98907

(509) 575-3786
eap@cwcmmh.org



SERVICE CONTRACT BETWEEN
NORTHWEST EMPLOYEE ASSISTANCE PROGRAM,
A DIVISION OF COMPREHENSIVE HEALTHCARE
& City of Selah for
Employee Assistance Program Services

THIS AGREEMENT, is made and entered into this 23rd day of August, 2016, by and between the City of Selah, a municipal government in Washington State, herein after referred to as "CITY OF SELAH" and Northwest EAP, a division of Comprehensive Healthcare, a not for profit corporation, herein after referred to as "COMPREHENSIVE".

RECITALS:

WHEREAS, CITY OF SELAH desires to have certain services and or tasks performed as set forth below and/or described in the Statement of the Work, attached hereto and incorporated by reference as "Attachment A" requiring specialized skills and other supportive capabilities; and; and **WHEREAS**, COMPREHENSIVE represents that COMPREHENSIVE is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform these services and/ or tasks set forth in this Agreement. NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

I. Scope of Services.

The Scope of Services is described in the Statement of Work attached hereto as Exhibit "A" and incorporated herein by this reference.

II. Term.

The term of this Agreement will begin 8/23/2016 and will continue until modified or terminated by one or both of the parties.

III. Compensation & Method Of Payment.

Payment and contract amount provisions are provided for in the Statement of Work and its attached exhibits.

IV. Reports & Inspections.

COMPREHENSIVE at such times and in such forms as the parties may agree in the Statement of work and its attached exhibits, shall furnish to CITY OF SELAH statements, records, reports, data, and information pertaining to matters covered by this Agreement. It is also agreed that such disclosures will not violate the Washington State Health Care Information Act, the Revised Code of Washington, Washington State Administrative Code, Federal Statute or Regulations or federal HIPAA laws and regulations.

V. Independent Contractor Relationship.

This Agreement establishes an independent contractor relationship between CITY OF SELAH and COMPREHENSIVE. The implementation of services will lie solely with the discretion of COMPREHENSIVE. No agent, employee, servant or representative of COMPREHENSIVE shall be deemed to be an employee, agent, servant or representative of CITY OF SELAH for any purpose, and the employees of the COMPREHENSIVE are not entitled to any of the benefits CITY OF SELAH provides for its employees. Further, each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, sub-contractors, or representatives during the performance of this Agreement.

VI. Hold Harmless/Indemnification.

6.1 COMPREHENSIVE shall defend, indemnify and hold CITY OF SELAH, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of COMPREHENSIVE in performance of this Agreement, except for injuries and damages caused by the sole negligence of CITY OF SELAH.

6.2 CITY OF SELAH shall defend, indemnify and hold COMPREHENSIVE, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of CITY OF SELAH in performance of this Agreement, except for injuries and damages caused by the sole negligence of COMPREHENSIVE.

VII. Insurance.

During the term of this Agreement , COMPREHENSIVE shall maintain public liability and professional liability insurance coverage against claims or injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by COMPREHENSIVE, its agents, representatives, or employees. If requested, COMPREHENSIVE will furnish CITY OF SELAH with a certificate of insurance as evidence of such coverage prior to the commencement of services described in this Agreement.

VIII. Compliance with Law.

8.1 COMPREHENSIVE, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

8.2 COMPREHENSIVE specifically agrees to pay any applicable business and occupation (B & O) or other taxes that may be due on account of this Agreement.

IX. Non Discrimination.

9.1 Non-Discrimination in employment. In the performance of this Agreement COMPREHENSIVE will not discriminate against any employee or applicant for employment

on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. COMPREHENSIVE shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. COMPREHENSIVE shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

9.2 Non-Discrimination in services. COMPREHENSIVE will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

9.3 If any assignment and/ or sub-contracting has been authorized CITY OF SELAH, said assignment or sub-contract shall include appropriate safeguards against discrimination. COMPREHENSIVE shall take such action as made be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

X. Assignment/Sub-contracting.

10.1 COMPREHENSIVE shall not assign its performance under this Agreement or any portion of this Agreement without the prior written consent of CITY OF SELAH, and it is further agreed that said consent must be sought in writing by the COMPREHENSIVE not less than thirty (30) days prior to the date of any proposed assignment, which consent will not be unreasonably withheld.

10.2 Any work or services assigned hereunder shall be binding upon all successors and assigns subject to each provision of this Agreement.

XI. Termination.

11.1 Termination without cause. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty. (30) days written notice to the other party.

11.2 Termination for cause. If the either party fails to perform in the manner called for in this Agreement, including CITY OF SELAH's failure to pay COMPREHENSIVE and if that party fails to correct such noncompliance within thirty (30) days of written notice thereof, then this Agreement shall be immediately terminated.

XII. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

XIII. Dispute Resolution.

In the event of any claims or disputes over this contract, and the parties are unable to resolve the dispute informally, parties do hereby agree that they will first subject said dispute to binding arbitration in Yakima, Washington. A single arbitrator shall be selected by agreement of the parties, in the alternative by the Presiding Judge of Yakima County Superior Court. Each party shall be responsible for one-half of the fees and expenses of the arbitrator. The mandatory arbitration rules, as implemented locally, of the Yakima County Superior Court shall be binding, except as to the right of appeal which is not applicable herein. Within ten (10) days of notice of arbitration by a party, an arbitrator shall be designated and the hearing held within thirty (30) days thereof, and a decision made within ten (10) days of such hearing.

XIV. Attorney's Fees & Costs.

If any legal proceeding is brought for the enforcement of this Agreement or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

XV. Jurisdiction And Venue.

15.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

15.2 Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Yakima County, Washington.

XVI. Severability.

17.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

17.2 If it should appear that any provision hereof is in conflict with any statutory provision in the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void in so far as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

XVII. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

XVIII. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first herein above written.

NORTHWEST EAP

A Division of Comprehensive Healthcare
PO Box 959
Yakima, WA 98907

CITY OF SELAH

115 West Naches Avenue
Selah, WA 98942

Rick Weaver
President/CEO

Sherry Raymond
Mayor

Date

Date August 23, 2016

EXHIBIT A: STATEMENT OF WORK

I. IT IS AGREED THAT NORTHWEST EAP SHALL:

- A. Provide assessment, brief counseling, and referral services for eligible employees of CITY OF SELAH and their dependent family members (spouse, domestic partners and legally dependent children). The scope of problems to be assessed shall include, but not be limited to, alcohol and other drug misuse or abuse, marital or other family problems, psychological, personal or other emotional/behavioral issues. Assessments, brief services, and referrals will be completed in three (3) or fewer sessions.**
- B. Provide any necessary referrals to professionals, agencies, or community-based resources to assist eligible employees in obtaining treatment and/or support recommended as a result of the EAP assessment and referral process (if the issue or concern cannot be resolved during the allotted EAP sessions).**
- C. Provide group orientation and program promotion information for employees of CITY OF SELAH (as needed or requested). Orientation sessions will be scheduled at the convenience of CITY OF SELAH administration to best accommodate employees and work shifts. Employee Orientations will be billed at \$90/hour, plus travel and mileage when applicable.**
- D. Provide training for managers, supervisors, and other leaders identified by CITY OF SELAH to assist them in recognizing potential employee alcohol, drug or other emotional/behavioral issues that may impact work performance; and assist them in making effective referrals to the EAP. Supervisor training services will be billed at \$90/hour, plus travel and mileage when applicable.**
- E. Provide trainings, such as stress management, sexual harassment, interpersonal communication, conflict resolution, or alcohol and drug abuse prevention, as needed or requested. Trainings on a variety of topics are available at the rate \$90.00 per hour, plus travel and mileage when applicable.**
- F. Provide Critical Incident Stress Management (CISM) services as requested should a potentially traumatic event impact CITY OF SELAH employees. The fee for CISM services will be billed at \$90/hour per Comprehensive employee, plus travel and mileage when applicable.**
- G. 1) Maintain a twenty-four (24) hour crisis contact number, including referrals to Designated Mental Health Professionals in Comprehensive's Crisis Triage Center for crisis assessment when appropriate.**

2) Following a crisis contact with a Designated Mental Health Professional, follow-up appointments in most cases shall be scheduled within 24 hours of the crisis contact, or when mutually agreed upon between the requesting client and Northwest EAP.

3) Regular, non-crisis appointments shall be scheduled within five business days of the Employee's call for EAP services, based upon Employee availability, or when mutually agreed upon between client and Northwest EAP.

- H. Abide by all current and future HIPAA security, privacy, and confidentiality standards with respect to Protected Health Information. Ensure that all services provided shall be confidential except as provided by State and Federal law. Such exceptions include, but are not limited to, reporting to appropriate authorities any previously unreported incidents of abuse of a child or dependent adult, potential threats of suicide or other self-harm, or any clear and serious threat of homicide or intent to do serious bodily harm to a person or persons. Northwest EAP shall not disclose to any unauthorized person or company, without prior written consent of the Employee, the names of, reasons for, or the results of participation in the EAP.
- I. If employment verification prior to scheduling services is requested by CITY OF SELAH, Northwest EAP will check the name of employees requesting EAP services against an employee list provided and regularly updated by CITY OF SELAH. In the absence of a regularly updated list, Northwest EAP will assume the employee requesting services is currently employed by CITY OF SELAH if they identify as such when requesting EAP services
- J. Provide CITY OF SELAH with quarterly utilization reports summarizing program usage. The utilization reports will contain no employee identifying information.

II. IT IS AGREED THAT CITY OF SELAH SHALL:

- A. Develop human resource or EAP policies that promote management support of the EAP and encourage eligible employee participation in the EAP.
- B. Provide Northwest EAP with a copy of its EAP, Drug-Free Workplace and other human resource or benefits policies pertaining to the EAP services available to employees.
- C. Promote participation of its managers, supervisors, or other selected leaders in Northwest EAP's supervisor training program.
- D. Collaborate with Northwest EAP to deliver program orientation sessions to its employees to raise awareness of the program and promote its appropriate usage.
- E. Pay Northwest EAP at the rate of \$105.00 per hour for counseling services.
- F. There shall be no payment due or owing for dependent family members of eligible employees.
- G. Advise its employees, when applicable, that appointments which are not kept or are not cancelled with at least 24 hours notice may result in a \$30.00 "no show" charge to the employee, or the loss of one EAP session from the total coverage provided.

- H. **Pay Northwest EAP for additional workplace trainings or Critical Incident Stress Management (CISM) services at a rate of \$90.00 per hour, plus travel and mileage when appropriate.**

- I. **Provide Northwest EAP with a current listing of all eligible employees, if employment verification is needed prior to scheduling EAP services. If employment verification is needed, the provided employee list shall be updated and sent to Northwest EAP to reflect the current roster of covered employees. If employment verification is not request, or if a current employee list is not available, Northwest EAP will assume the employee requesting services is currently employed by CITY OF SELAH if they identify as such when requesting EAP services.**