

SELAH CITY COUNCIL

4:00pm August 9, 2016

3:00pm Study Session - Harmit Bedi
Sub Area Plan; Mixed Use Plan



Selah City Council
 Regular Meeting
 Tuesday, August 9, 2016
 4:00pm
 City Council Chambers

Mayor: Sherry Raymond
 Mayor Pro Tem: John Tierney
 Council Members: Paul Overby
 Roy Sample
 Laura Ritchie
 Roger Bell
 Russell Carlson
 Diane Underwood

CITY OF SELAH
 115 West Naches Avenue
 Selah, Washington 98942

City Administrator: Don Wayman
 City Attorney: Bob Noe
 Clerk/Treasurer: Dale Novobielski

AGENDA

- A. Call to Order –Mayor Raymond
- B. Roll Call
- C. Councilmember Absence – Motion to Excuse
- D. Pledge of Allegiance
- E. Invocation
- F. Agenda Changes **None**
- G. Public Appearances/Introductions/Presentations **None**
- 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
 - Joe Henne a. July 2016 Monthly Report for Building Permits and Inspections and Code Enforcement
 - Monica Lake b. Recycling Data Report for the 2nd Quarter of 2016
- J. Proclamations/Announcements **None**
- K. Consent Agenda

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

- Monica Lake * 1. Approval of Minutes: July 26, 2016 Council Meeting
- Dale N. * 2. Approval of Claims & Payroll

- L. Public Hearings **None**
- M. General Business
 - 1. New Business
 - Andrew Potter a. Approval to Remove Selah Parks and Leisure Services Board Member

2. Old Business

None

N. Resolutions

- Joe Henne * 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
- Gary Hanna * 2. Resolution Authorizing the Mayor to Sign an Intergovernmental Cooperation Agreement with Yakima County Fire District #6
- Gary Hanna 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
- Gary Hanna 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
- Andrew Potter 5. Resolution Authorizing the Mayor to Sign an Amendment to the City Administrator’s Employment Agreement

O. Ordinances

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

P. Public Appearances

None

Q. Reports/Announcements

- 1. Departments
- 2. Council Members
- 3. City Administrator
- 4. Boards
- 5. Mayor

None

R. Executive Session

None

S. Adjournment

Next Study Session	August 9, 2016
Next Regular Meeting	August 9, 2016

Next Millennium Selah

SUB AREA PLAN MIXED USE PLAN

City Council – Study Session

Harmit Bedi, AICP

City Planner

Department of Planning

August 9, 2016

Disclaimer

- No Plan in place

City of Selah

Parts of City

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

CITY

AS

A

WHOLE

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
- 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 POTENTIAL**
- **To identify OPPORTUNITIES**
- **To Recognize potentials for the FUTURE –
Next Millennium**

What is a Sub-Area Plan?

- Sub-Area 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 Sub-Area Plan establishes a planning and design framework to further the vitality, functionality, and sustainability of the identified area.

Sub-Area 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, that provide 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.

What does Our City Need?

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

What is next?

City Needs a Plan

Sub- Area Plan

Mixed Uses

Architectural Design Standards

Revisit Applicable Zoning Laws

SELAH TAKES CHARGE OF THE FUTURE!!

Ideas

Suggestions

Direction

Harmit Bedi

hbedi@ci.selah.wa.us

509-698-7365

Department of Planning

222 South Rushmore Road



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



COUNCIL MEETING INFORMATIONAL ITEM

8/9/2016 I – 2A

Title: July 2016 Monthly Report for Building Permits and Inspections and Code Enforcement.

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

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 are the Building Permits and Inspections, Code Enforcement reports for July 2016.

Recommended Motion:

Informational only.

July 2016 Building Permits and Inspections Report

No.	Name/Project	Address	Type	Date Issued	Fees
R/R/A-2016-006	Mary Hulse	510 W. Orchard	Remodel	7/7/2016	\$25.37
R-R/A-2016-003	Columbia Ridge Homes LLC	1409 W. Naches Ave.	Remodel-Revision	7/7/2016	\$204.56
R-R/A-2016-005	Columbia Ridge Homes LLC	1509 W. Naches Ave.	Remodel-Revision	7/7/2016	\$217.86
NBP-2016-016	Columbia Ridge Homes LLC	1502 W. Naches Ave.	New Building	7/7/2016	\$6,121.45
PL-P-2016-011	Columbia Ridge Homes LLC	1502 W. Naches Ave.	Plumbing	7/7/2016	\$203.89
M-RES-2016-001	Columbia Ridge Homes LLC	1502 W. Naches Ave.	Mechanical	7/7/2016	\$140.17
UGS-2016-009	Columbia Ridge Homes LLC	1502 W. Naches Ave.	UG Sprinklers	7/7/2016	\$40.48
M-COM-2016-006	Rich Goodall/Jim Garner	110 E. 3rd Ave.	Mechanical/Hood Suppression	7/7/2016	\$53.51
RR-R-2016-011	Patrick Fahey	108 E. Orchard Ave.	Re-Roof Residential	7/8/2016	\$79.14
F/AC-2016-003	Allen Schmid	1410 W. Cherry Ave.	Furnace/Air Replacement	7/8/2016	\$58.41
PL-R-2016-002	Cody Conley	918 Terry Lane	Sewer Relocate	7/8/2016	\$31.12
RR-R-2016-012	Burton Ross	516 Stacy Court	Re-Roof	7/8/2016	\$79.10
F/F ONLY-2016-003	Carl Torkelson	212 Whisper Way	Footing/Foundation ONLY	7/12/2016	\$0.00
NBP-2016-017	Carl Torkelson	210 Whisper Way	New Building	7/12/2016	\$3,874.61
PL-P-2016-012	Carl Torkelson	210 Whisper Way	Plumbing Commercial	7/12/2016	\$192.93
M-RES-2016-012	Carl Torkelson	210 Whisper Way	Mechanical Commercial	7/12/2016	\$140.17
F/AC-2016-005	Patrick Fahey	108 E. Orchard Ave.	Furnace/Air Replacement	7/12/2016	\$58.41
UGS-2016-010	Paul Emmons	116 S. 2nd Street	Plumbing/UG Sprinkler	7/13/2016	\$31.12
F/AC-2016-004	Gary Jones	102 E. Bartlett	Furnace/Air Replacement	7/14/2016	\$66.24
UGS-2016-011	Nasario Cuevas	1102 W. Cherry Ave.	UG Sprinklers	7/18/2016	\$40.48
F SP-S-2016-003	Tree Top Inc.	205 S. Railroad Ave.	Fire Sprinkler System	7/19/2016	\$932.68
NBP-2016-019	James Garner	213 E. Goodlander	Building Only/No water/sewer	7/19/2016	\$11,414.07
PL-P-2016-014	James Garner	213 E. Goodlander	Plumbing	7/19/2016	\$1,196.07
M-RES-2016-014	James Garner	213 E. Goodlander	Mechanical	7/19/2016	\$662.57
F SP-S-2016-002	McDonald's USA, LLC #103	499 S. First Street	Fire Sprinkler System	7/19/2016	\$1,080.30
NBP-2016-020	Seth Newkirk	513 Viewcrest Place	New Building	7/20/2016	\$159.55
SP-2016-002	Jeff Smith/Domino's Pizza	506 S. First Street	Sign	7/21/2016	\$228.02
F/F ONLY-2016-005	Zucker Sample Development LLC	120 Lyle Loop	Footing/Foundation ONLY	7/25/2016	\$0.00
M-COM-2016-007	Rich Goodall	110 E. 3rd Ave.	Mechanical Commercial (hood)	7/26/2016	\$245.56
F/F ONLY-2016-006	R. Shemanski/S. Faulker	418 S. First Street	Footing/Foundation ONLY	7/29/2016	\$0.00
NC-2016-009	Elltel Wireless Inc.	Lookout Pt/East, WA	New Commercial/Cell Tower	7/29/2016	\$2,313.41
Total Building Inspections for July 2016: 133					\$29,891.25

Code Enforcement July 2016

Date	Location	Code Violation	Action	Result
7/1/2016	700 BLK W PEAR AVE	6.58.180 Landscape Maint.; 6.58.260 Parking on an unimproved Surface	Letter To Owner	Working w/ Owner
7/1/2016	300 BLK SOUTHERN AVE	6.58.180 Landscape Maint.; 6.58.260 Parking on an unimproved Surface	Letter To Owner	Resolved
7/6/2016	200 BLK E BARTLETT AVE	6.10.010 Graffiti	Letter To Owner	Resolved
7/7/2016	100 BLK E ORCHARD	10.08.170 Dumpster Screening; 10.38.110 Abandoned Signs; 6.58.060 Abandoned Material;	Letter To Owner	Citation
7/7/2016	100 BLK W BARTLETT AVE	10.34.080 Landscape of Parking Area	Letter To Owner	
7/7/2016	100 BLK N 10TH ST	6.58.180 Landscape Maint.	Letter To Owner	Resolved
7/8/2016	200 BLK N 10TH ST	6.58.060 Abandoned material; 6.58.080 Dangerous Structure; 6.58.180 Landscape Maint.	Letter To Owner	Resolved
7/8/2016	200 BLK W ORCHARD	6.58.260 Parking on an unimproved surface	Letter To Owner	Resolved
7/8/2016	1000 BLK N. WENAS RD	6.58.050 Vegetable (Yard) Waste	Letter To Owner	Resolved
7/8/2016	600 BLK S 3RD ST	6.58.050 Certain Growth; 6.58.260 Parking on an unimproved surface	Letter To Owner	Resolved
7/11/2016	100 BLK E 2ND AVE	6.58.260 Landscape Maint.; 6.58.050 Certain Growth	Letter To Owner	Citation
7/12/2016	500 BLK S 3RD ST	6.58.260 Landscape Maint.; 6.58.060 Anandoned material; RCW 46.55.010(5) Junk Vehicle	Verbal w/ Tenant	Resolved
7/19/2016	100 BLK W FREMONT AVE	6.58.180 Landscape Maint.; 6.58.120 Disposing of Material in an annoying manner	Letter To Owner	Resolved
7/19/2016	100 BLK E FREMONT AVE	6.58.050 Vegetable (Yard) Waste	Letter To Owner	Extension
7/19/2016	200 BLK N WENAS RD	6.58.260 parking on an unimproved surface; 6.58.180 Landscape Maint.	Email to manager	Partial Compliance
7/19/2016	100 BLK E BARTLETT AVE	6.58.050 Certain Growth; 6.58.060 Abandoned Material	Letter To Owner	Partial Compliance
7/21/2016	400 BLK HILLCREST DR	6.58.050 Certain Growth; 6.58.180 Landscape Maintenance	Letter To Owner	Extension
7/21/2016	200 BLK W SELAH AVE	6.58.180 Landscape Maint.; 6.58.260 Parking on an unimproved Surface; RCW 46.55.010(5) Junk Vehicle	Letter To Owner	Resolved
7/22/2016	100 BLK E FREMONT AVE	8.79.020 Vision Clearance; 6.58.050 Certain Growth	Letter To Owner	Resolved
7/22/2016	100 BLK E BARTLETT AVE	6.58.050 Certain Growth	Letter To Owner	Aug 5th Deadline
7/22/2016	1000 CRESTVIEW DR	Sprinkler Complaint-Civial Issue	Verbal w/ Owner	N/A
7/25/2016	200 BLK S 3RD ST	6.58.030 Littered Permisses	Verbal w/ Manager	Pending
7/26/2016	Vacant lot-Goodlander	6.58.050 Certain Growth	Letter To Owner	Aug. 8th Deadline
7/26/2016	100 E BARTLETT AVE	6.58.050 Certain Growth	Letter To Owner	Aug. 8th Deadline
7/26/2016	200 BLK N 7th ST	6.58.030 Littered Permisses; 6.58.180 Landscape Maint.	Letter To Ow/Tenant	Aug. 8th Deadline
7/26/2016	1100 BLK SPEYERS RD	6.58.200 Fire Hazard	Letter to Owner	Aug. 8th Deadline
7/26/2016	400 BLK N WENAS RD	6.58.180 Landscape Maintenance (Business)	Verbal w/ Manager	Aug. 8th Deadline
7/27/2016	10 BLK N 11TH ST	6.58.180 Landscape Maintenance	Letter to owner	Aug 9th Deadline
7/27/2016	800 BLK W HOME AVE	6.58.180 Landscape Maintenance	Letter to owner	Aug 9th Deadline
7/27/2016	100 BLK N WENAS RD	6.58.180 Landscape Maintenance	Letter to owner	Aug 9th Deadline
7/27/2016	1400 BLK W FREMONT DR	6.58.180 Landscape Maintenance	Letter to owner	Aug 9th Deadline



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



COUNCIL MEETING INFORMATIONAL ITEM

8/9/2016 I – 2B

Title: Recycling Data Report for the 2nd Quarter of 2016

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:

Participation in the Recycling program for the second quarter of 2016. See attached for further details.

Recommended Motion:

N/A



July 22, 2016

City of Selah
113 W Naches Ave
Selah, WA 98942

Re: Recycle Data Report 2016

Attached you will find the recycling report for the second quarter of 2016. I hope the City is pleased with the progress of the program. If you have any questions please feel free to give us a call.

Sincerely,

Shawn Mills

cc: Darrick Dietrich

City of Selah
Recycling Statistics 2016

Size	April		May		June	
	Quantity	No. Customers	Quantity	No. Customers	Quantity	No. Customers
32 Gallon Cart	1	2	1	2	1	2
64 Gallon Cart	1	1670	1	1674	1	1669
	2	128	2	128	2	127
	3	0	3	0	3	0
	4	0	4	0	4	0
96 Gallon Cart	1	601	1	601	1	609
	2	52	2	52	2	54
64/96 Gallon Cart	1/1	10	1/1	10	1/1	11
	Total	2,463	Total	2,467	Total	2,472
No. Recycle Customers		1,370		1,376		1,380
Percent Participation		55.62%		55.78%		55.83%
Number Set-outs		836		854		896
Percent Set-out		61.02%		62.06%		64.93%
Total Lbs.		25,540		43,140		33,560
Total Tons		12.77		21.57		16.78
Ave. Lbs./Set Out		30,550		50,515		37,455

City of Selah
Council Minutes
July 26, 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 5:30pm.

B. Roll Call

Members Present: Paul Overby; John Tierney; Roy Sample; Laura Ritchie; Roger Bell; Diane Underwood

Members Absent: Russell Carlson

Staff Present: Don Wayman, City Administrator; Bob Noe, City Attorney; Gary Hanna, Fire Chief; 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

D. Pledge of Allegiance

Council Member Carlson led the Pledge of Allegiance.

E. Invocation

Pastor Mark Griesse gave the prayer.

F. Agenda Changes **None**

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

H. Getting To Know Our Businesses

1. Dr. Trevor Labrum, Selah Family Dentistry

Mayor Raymond welcomed Dr. Trevor Labrum and invited him to speak.

Dr. Labrum said that he and his family moved to town last August and have been going strong since then. They really enjoy Selah and it has been a pleasure to get to know the community.

I. Communications

1. Oral

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

2. Written

a. Selah Downtown Association Monthly Report

J. Proclamations/Announcements **None**

K. Consent Agenda

Council Member Ritchie moved, and Council Member Sample seconded, to add N – 1 and N – 2 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 12, 2016 Council Meeting

* 2. Approval of Claims & Payroll:

Payroll Checks Nos. 79816 – 79932 for a total of \$240,096.11

Claim Checks Nos. 67977 – 68055 for a total of \$182,740.52

* 3. Resolution N – 1: Resolution authorizing the Mayor to sign Recreation and Conservation Office/Washington Wildlife and Recreation Program Application
Resolution/Authorization

Council Member Tierney 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. Authorizing the Public Works Director to apply to the Transportation Improvement Board (TIB) for a funding application for a Sidewalk on the north side of Park Avenue

Public Works Director Henne addressed M – 1a. He requested Council’s permission to make an application to the TIP for a sidewalk on the north side of Park Avenue, referring Council to their packet for the map highlighting where he wants to put in the sidewalk. He gave a breakdown of cost, which includes fifty-one thousand two hundred and forty-four dollars from the City, noting that the application is due August 19th.

Council Member Overby asked for an explanation of the City’s cost.

Public Works Director Henne responded that the application fee is approximately four thousand two hundred dollars, and the match funds forty-five thousand five hundred eighteen, which combined equal fifty-one thousand two hundred and forty-four dollars.

Council Member Overby wondered if it was a stretch to use transit funds for the project.

Public Works Director Henne replied that they could be used for sidewalks to connect to the transit facility, and within a quarter mile of a stop for said facility, adding that the gravel parking lot at the Civic Center is a transit stop for the Ellensburg and there is a stop for the local Yakima to Selah bus out front.

Council Member Tierney inquired why the sidewalk is not going on the south side of the street.

Public Works Director Henne responded that the CMAQ project for paving the parking lot would provide for paving on the south side of Park Avenue and the north side of Selah Avenue, to the end of the City-owned properties, although it will leave a section of uncompleted sidewalk.

Council Member Carlson asked if this would mean a sidewalk on both sides.

Public Works Director Henne replied that it would be about one and three-fourths and that he took the TIP person down and showed the site he wanted to do the application for. They would rather see the City do a completed segment, on the north side. He noted that they believe the SEPA review for the new aquatic center will request that the balance of the sidewalk be picked up as part of that project.

Council Member Ritchie wondered if they needed completed sidewalks on both sides of the road.

Public Works Director Henne responded that they will eventually rebuild the road, and that it is fairly busy during Community Days.

City Administrator Wayman told the Council that they would start seeing information from City Planner Bedi regarding redevelopment in the older parts of town, a key element of which is infrastructure, including roads, sidewalks, water and sewer, adding that they are looking at other sources and development in town to help fund improvements.

Council Member Ritchie commented that they discussed the possibility of redeveloping that strip of Park Avenue into a park or something else at last year's retreat, and questioned the need to put sidewalks on both sides when it could also be put on Selah Avenue, south of the Civic Center parking lot.

Public Works Director Henne responded that the CMAQ project for the Civic Center would take the sidewalk on Selah Avenue from 1st Street down to the end of the City-owned property, and do the same on Park. He added that they could eliminate a sidewalk on the north side and make an application to complete the sidewalk on the south side of Park Avenue, where the majority of people walk.

Council Member Sample said that he understands the need for sidewalks and a walking path to the parking lot, but wondered why the north side instead of the south side.

Public Works Director Henne explained that CMAQ funding to our region is one point five million, and it is highly likely our project will be funded, but which year depends on how we score. He added that the TIB project will be almost certain to be constructed next year, but he will not know when the CMAQ will be until after the deadline for TIB applications has passed.

Council Member Tierney asked for confirmation that CMAQ will pave the south side of Park Avenue from 1st Street to the first non-City owned property, and do the same on the north side of Selah Avenue.

Public Works Director Henne replied in the affirmative.

Council Member Carlson wondered if they really needed two sidewalks on Park Avenue.

Public Works Director Henne replied that TIB would not fund a partial segment, just one with a complete start and stop termini.

Council Member Carlson suggested splitting the cost of extending the sidewalk from the Civic Center parking lot to 3rd Street with the SPRSA.

Public Works Director Henne responded that they have not discussed this with the SPRSA, adding that the cost of splitting would be approximately thirty-five thousand dollars each to complete the segment.

City Administrator Wayman noted that any infrastructure improvements will be hashed out when the SEPA review is done for the aquatic center, as there are a number of factors that could affect the build. He stated that they tabled this discussion last night with the SPRSA, as a potential item that can be discussed at a later date.

Public Works Director Henne commented that, if the funding goes through, they would only have a partial sidewalk on the south side of Park Avenue.

Council Member Carlson was in favor of splitting the cost a full sidewalk with the SPRSA, as well as two sidewalks if they are needed. He did suggest asking the TIB to fund the sidewalk on the south side if they decided that only one sidewalk was needed on Park Avenue, and only ask the SPRSA to fund thirty-five thousand rather than seventy thousand, to complete the segment.

Public Works Director Henne remarked that the City only has a forty-foot right of way on Selah Avenue, which would only let them do a sidewalk on one side. He noted that there are several ways to do the project, depending on what Council wishes to do.

City Administrator Wayman commented that it was not just consideration for pool access that prompted this, as the City will be attempting a revitalization of the neighborhood over the next five to ten years, and a sidewalk could stimulate possible investment and improve the street access for any potential buyer of those properties.

Council Member Sample called for the question.

Council Member Tierney moved, and Council Member Carlson seconded, to approve Authorizing the Public Works Director to apply to the Transportation Improvement Board (TIB) for a funding application for a Sidewalk on the north side of Park Avenue. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member Sample – yes; Council Member Ritchie – yes; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – no. Motion passed with six yes votes and one no vote.

- b. Authorizing the Public Works Director to apply to the Transportation Improvement Board (TIB) for a funding application for a Grind & Overlay of North First Street, Fremont Avenue to Merinda Drive

Public Works Director Henne addressed M – 1b. He explained that the TIB has a pavement preservation project and will fund up to four hundred thousand dollars per jurisdiction for this purpose, which will provide funding for a Fremont Avenue to Merinda Drive on 1st Street. He explained that the City would be responsible for replacing approximately two hundred feet of curb, gutter, and sidewalk, as well as the application fee, which will come out of the street department fund.

Council Member Sample wondered if this would only do half the street.

Public Works Director Henne replied that the grind and overlay will be five lanes wide per the application, and will replace curb, gutter, and sidewalk.

Council Member Bell wondered about any consideration to move the stoplight in front of the school.

Public Works Director Henne responded in the negative.

Council Member Bell said that he heard it would be moved to match up with middle school traffic flow.

Public Works Director Henne reiterated his prior response, saying that the light was put in as part of the SEPA for the school project.

Council Member Overby moved, and Council Member Tierney seconded, to approve Authorizing the Public Works Director to apply to the Transportation Improvement Board (TIB) for a funding application for a Grind & Overlay of North First Street, Fremont Avenue to Merinda Drive. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; Council Member

Sample – yes; Council Member Ritchie – no; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – no. Motion passed with five yes votes and two no votes.

2. Old Business

a. Selah Pool

City Administrator Wayman addressed M – 1b. He gave a PowerPoint presentation on the proposed aquatic center, showing the current footprint and larger one recommended as the footprint for the new facility, to include up to one hundred eighty feet of frontage on 3rd street. He read aloud the staff recommendation for conditions from the AIS in the packet, which included the frontage, proposed acreage, and no real or artificial grass within the facility. He talked about the history of Wixson Park, which was founded in 1945 as Selah Garden Park, with a wading pool installed where the big gazebo is today in 1949. The municipal park was created in 1965, renamed to Wixson Park in 1968 after a Council Member who sponsored having it turned into a municipal park, and a pool installed in 1969.

Norma Smith corrected him, saying it was built in 1954.

City Administrator Wayman replied that he stands corrected, citing as his source the Lince history of Selah for his information. He said that today Wixson Park is free for all, with shelters available to rent for exclusive use, and his reason for recommending a restriction on grass inside the new facility is that he sees it as a park within a park, creating an enclosure for a slice of Wixson to accommodate guests of the aquatic center. He went on to say that they only have five point six acres of park at that location, along with Playland Park as a picnic park, and he does not see the wisdom of enclosing a portion for paying customers to use as a picnic area. He recommended that any development behind the fence only support those activities associated with using the pool, adding that he is not opposed to free movement from inside the aquatic center to outside. He also mentioned that they are looking at a long period each year where the center is closed for the season, which would ender any grassy areas inside inaccessible during that time. He felt that the other conditions suggested are pretty reasonable, referring Council to the staff recommended motion on the AIS.

Council Member Sample expressed his belief that an open fence to allow people to come and go during tournaments and other events would be desirable.

City Administrator Wayman noted that this is an allocation for the architect's guidance. They don't know if they will need forty thousand square feet, but are saying it can be anywhere from that up toe fifty-four thousand, which is a more than adequate amount that doesn't violate the integrity of the park.

Council Member Overby asked if they were committed to the rectangular shape.

City Administrator Wayman responded that they need to stand pat on the one hundred eighty feet of frontage on 3rd street.

Council Member Overby commented that it could be less, depending on how they design it.

Council Member Ritchie did not want Wixson Park to become just a pool park, and suggested thinking about relocating the pool altogether to give them the freedom to do as they wish. She felt that, with the growing population, to take that much away from the most popular park in Selah is very short-sighted.

City Administrator Wayman replied that it could be done, maybe utilizing some of the property on Northgate, which already has water, sewer and electricity and could accommodate a large aquatic center.

Council Member Tierney remarked that costs would increase then, due to installing a parking lot.

City Administrator Wayman did not think it would any more of a challenge than where it is.

Council Member Ritchie commented that there would be a parking issue at Wixson Park, with people parking along the street and at the Civic Center, and that it is not appealing to her personally to hike from the Civic Center to an aquatic center. She suggested discussing an alternate location with the SPRSA to see what they think.

City Administrator Wayman observed that it would fit in with the sports center and hotel already in that same area, but that it would require a lot of discussion between the Council and the community due to the impact it would have on the rest of the City.

Council Member Ritchie wondered if City Planner Bedi would care to speak in the issue.

City Administrator Wayman said to give him time.

Council Member Overby stated that the pool at that park is embedded in the psyche of the residents, and that he feels it should stay in Wixson Park.

Council Member Carlson felt they should ask the SPRSA, saying that he liked Council Member Ritchie's idea of a sports complex project.

City Administrator Wayman did not think it is the City's prerogative to dictate how and where the pool will go, but it can be offered as an alternate location.

Council Member Tierney asked if they could still offer the alternative even with approving the footprint before them tonight.

City Administrator Wayman reiterated that this is for planning purposes only.

Council Member Overby remarked that he would not support presenting that as an option to the SPRSA.

Council Member Ritchie felt that a lot of this might be a bit premature and that City Planner Bedi should present how this would fit into the vision he and any developers may have.

Council Member Sample liked having to pool downtown, saying he does not want Selah to be like downtown Yakima. He suggested that interested people attend the SPRSA meetings.

Council Member Tierney agreed with his fellow Council Members in regard to keeping the pool at Wixson Park, as it is central, and the heart of the City.

Mayor Raymond said that it is the downtown heart of Selah.

City Administrator Wayman read aloud a statement from Kelliann Ergeson, the chairwoman of SPRSA, as a counterpoint to what he was saying. The letter is included as part of the official minutes. He said that he considered her opinion developing the staff recommendation, but felt that the architect may not understand what the park means to Selah, as the aquatic center is an addition to the park, not the most important piece.

Council Member Carlson remarked that the pool will never create revenue, and should be designed without items that will increase the maintenance and operations of the facility, such as green space. He admitted to not understanding the orientation issue, but added that he does understand frontage as it relates to business storefront property.

Mayor Raymond opened the floor to those in the audience who had put their name on the sign-up sheet, saying that each person would have two minutes to speak.

Norma Smith, 906A Speyers Road, approached the podium and addressed the Council. She said that she was here when the pool was built in 1954. It became the place to be for all the kids in Selah, and that the older people need to be considered too, as the cover would allow them to do swimming exercises and pool therapy. She felt that they need to make sure the community receives what was in the bond, including the cover. She noted that she had been involved in three other committees to build a new pool, and they looked at various properties around town but found any that were acceptable to SEPA. She asked that Council not change the location of the pool from the center of the community.

Kelliann Ergeson, SPRSA Chairperson, approached the podium and addressed the Council. She brought some comments that were made by the principal architect, regarding tonight's possible vote, saying that he advocated for allowing the design process to determine the best orientation in the design process, and that only a rough idea of a footprint is required at this stage of design.

Council Member Ritchie wondered what would happen if the Council said they do not want the aquatic center to exceed fifty-four thousand square feet wherever it is located within the park, and then decided they did not like the architect's design and placement.

Ms. Ergeson replied that she would not like to get too far in the design process without discussion. Nothing is set in stone, and they are flexible about what the configuration would be and where the corners go.

Council Member Sample did not want a pool design that blocked the park itself.

Ms. Ergeson felt they had a very fair opinion on preserving the frontage and various other things, and had discussed at the SPRSA meeting last night that there are clear parameters.

Carl Torkelson approached the podium and addressed the Council. He expressed concern about building a pool without knowing how much it will cost to run and maintain, feeling that the taxpayers should have a vote on that and that the SPRSA should be very transparent regarding costs for maintenance and operation. He felt that it should go to the taxpayers first, and that it is asinine to put the cart before the horse by building a pool before passing a maintenance and operations levy. He stated that he is in favor of the new pool, but thinks they are doing it in the wrong fashion.

Dick Graf, 806 Ridgeview, approached the podium and addressed the Council. He said that he also voted for the pool bond, as he thinks it is an asset to the community, and echoed previous comments regarding location. He stated that Wixson Park is a critical location, which creates a lot of activity that affects the local businesses. He agreed with Mr. Torkelson regarding confusion on the pool bond and M&O levy, feeling that they need to refigure those things and make sure have everything done before construction to ensure they have the funds to maintain it.

Ms. Ergeson responded that the M&O levy they are currently collecting on was for six years, with an opportunity for voters to approve a new one every six years. She stated that they could become an entity that does a permanent tax in lieu of that in the future, adding that they didn't do a new M&O before the bond because they don't know what will be needed for the new facility and what kind of revenue to expect from pool operations and programming.

Council Member Underwood felt that Ms. Smith brought up a very valid statement regarding the need for a covered exercise place for the elderly in the community, as her understanding at the last meeting was that the cover would only be used for the Selah Dolphins and the school district.

Ms. Ergeson replied that they would make every effort to have programming that meets the needs of those who want to use the facility for therapy and exercise, and that they would never make a design that would be exclusive to one user group.

Council Member Ritchie remarked that it would be hard to have an M&O amount without a design, asking when they anticipated the design being done.

City Administrator Wayman responded that it should be done by the end of September.

Council Member Ritchie inquired if they would be able to project the amount needed for an M&O levy at that point.

Ms. Ergeson replied that they should have a good idea.

City Administrator Wayman commented that there are several factors that determine the cost of an M&O levy, such as how much to maintain and operate the facility, and that they need to understand the business expectations for the aquatic center. He said that the City and SPRSA will work together to determine how much red is tolerable and to determine how many weeks the facility will be open each year, and then it will go to the voters for approval.

Council Member Ritchie observed that voters can be unpredictable, and asked if it is reasonable to wait to break ground until the M&O levy passes.

Ms. Ergeson responded that the current levy is at seven cents, and that waiting is not reasonable, as costs go up for delay. She added that they did issue five million of the bonds in 2016, and that the people of the community are paying taxes towards building a new aquatic center. She did not think holding construction until an M&O passes is reasonable.

Council Member Ritchie wondered what would happen if the levy did not pass.

Ms. Ergeson said that there are interest groups impacted by an M&O levy, and they will work with the architect to design and plan for an M&O levy. She hoped it would not be a surprise when it goes before voters, but added that there are multiple election dates in every calendar year. She stated that they would not allow the pool to sit idle, that we the people will find a way, and if it means modifying the programming, they do that, although they do not anticipate it ever sitting fallow.

Council Member Ritchie commented that they are not building until August 2017, and could put a levy before the voters prior to breaking ground.

Ms. Ergeson agreed that it is possible. They do have legal authority to cut short the current levy cycle, and theoretically could choose to go before the voters with a new levy before breaking ground.

Council Member Ritchie reiterated that it could be done, and wondered why it would not.

Council Member Carlson felt that all parties involved should be commended for their efforts, asking that she please accept their gratitude for their efforts. He said that they are doing right by the voters to put an M&O before them before breaking ground on a new facility.

Council Member Tierney commented that Council is getting way off target, and that they are here tonight to decide what footprint to what to put forward to the SPRSA, not to discuss an M&O or a business plan.

Catherine Platt, 633 Cabin Lane, approached the podium and addressed the Council. She said that we can agree that we all want a new pool, but she has concerns about the M&O levy, feeling that they have the cart before the horse, and also for the division this is creating within the community, with the cyber bullying taking place on social media. She asked that people not forget that we are all people who live in and love this community.

Shirley Johnson-Hoy approached the podium and addressed the Council. She said that she wondered if relocating the pool is going to alter the survey that was done and paid for.

Mayor Raymond responded that it would not cost any more beyond what was already paid.

Ms. Johnson-Hoy said that she enjoyed listening to the SPRSA's attorney at their meeting last night, adding that he said this does not need to be voted on right now. She remarked that she would like to see all of the funds created by the pool stay with the pool, and not go into the General Fund.

Kris Rees, 1010 West Goodlander Road, approached the podium and addressed the Council. She said that she is here to encourage Council not to vote on an allocation, suggesting that they wait to hear what the architect proposes.

Council Member Ritchie remarked that her motion after the executive session last meeting was to leave the orientation up to the architect, as they have the design knowledge and experience, and that a box may not be the best fit for what they will design. She expressed concern regarding the frontage of the park, saying that she is in favor of letting the experts decide.

Council Member Overby observed that what he is hearing is that they are not willing to let the architect have free rein on where in the park to put the new facility, and that Council needs to provide a maximum amount of area where the aquatic center needs to be confined.

City Administrator Wayman responded that this is an allocation for architectural team to consider, adding that there is no way they can put in a structure that fills fifty-four thousand square feet with the budget they have, but there can be all kinds of designs within the proposed footprint.

Council Member Tierney commented that they are looking at an allotment of forty to fifty-four thousand square feet, with a maximum of one hundred eighty linear feet on the front.

Council Member Carlson felt that the architect should have direction from Council, agreeing with City Administrator Wayman that there is no possible way they can fill up the space being offered. He suggested offering them guidelines, such as no enclosed grass, then let them design the facility, adding that he believes the SPRSA knows the City's guidelines and opinions.

Council Member Tierney moved, and Council Member Bell seconded, that the allocated property for the new pool will be located at the east end of Wixson Park with a one hundred eighty foot North to South frontage facing 3rd Street. The East to West frontage will run on the North edge of the park to accommodate a total square footage ranging from 40,000 to 54,000 square feet, with the following conditional items: 1. This square footage is to be used only for pools, pool decks, bathhouse, associated structures, equipment and fencing. Interior grass or simulated grass intended as a picnic area or park space is prohibited. 2. Reasonable efforts shall be taken to contain and screen construction activity to the allocated property. 3. Any property damage as a result of construction activity on City property will be remediated by SPRSA.

Council Member Tierney asked if anyone on the Council has a conflict of interest with voting on this.

Mayor Raymond stated that Council Members Overby and Sample sit on the SPRSA board.

Council Member Overby remarked that they were appointed by Council to sit on the board.

City Attorney Noe commented that two Council Members sitting on the board would only be an issue if they were discussing provisions of the lease agreement, as they could not be both the lessor and lessee, but he did not see that impacting the current matter.

Council Member Sample inquired about the architect or SPRSA being able to come back to Council if they do not like the allocation offered by the City.

City Administrator Wayman responded that this allocation is guidance for the SPRSA to give to their architect, and they should consider it as a decisive motion by this body as to what this body is willing to offer and the limitations to what they can do with the property. He said that they have options regarding scaling and what to put inside, adding that it would be a waste of resources on their part to come to Council with a different design.

Council Member Sample asked if they could come back to appeal that decision.

Council Member Carlson felt that Council could entertain something like them coming back to request one hundred eighty one linear feet of frontage rather than the proposed one hundred eighty.

City Administrator Wayman remarked that they are certainly not inflexible. This is simply guidance to the SPRSA for their architect.

Roll was called. Council Member Overby – yes; Council Member Tierney – yes; Council Member Sample – yes; Council Member Ritchie – no; Council Member Bell – yes; Council Member Underwood – yes; Council Member Carlson – no. Motion passed with five yes votes and two no votes.

N. Resolutions

- * 1. Resolution authorizing the Mayor to sign Recreation and Conservation Office/Washington Wildlife and Recreation Program Application Resolution/Authorization
- 2. Resolution Authorizing the Mayor to sign Supplement No. 1 to Task Order 2016-06 between the City of Selah and HLA Engineering and Land Surveying, Inc. for Geotechnical and Environmental Services for the New City Hall Improvements Project

Public Works Director Henne addressed N – 2. He said that the architect for the new City Hall and Police Station requested that the City provide these services, noting that Public Works will provide the backhoe and personnel to dig the hole. He requested that Council approve the task order.

Council Member Overby moved, and Council Member Ritchie seconded, to approve the Resolution Authorizing the Mayor to sign Supplement No. 1 to Task Order 2016-06 between the City of Selah and HLA Engineering and Land Surveying, Inc. for Geotechnical and Environmental Services for the New City Hall Improvements Project. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; 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 **None**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Fire Chief Hanna said that the addendum he wrote to use the monies remaining on the SCBA grant for structural fire gear replacement was approved, and he received notification on that earlier today.

City Planner Bedi said that the City is preparing an update of the Comprehensive Plan, which is progressing very well. He went on to say that the Planning Commission reviewed and approved the facilities element at their last meeting, and the next two elements, transportation and land use, are crucial in how the impact future projects. He urged Council to provide input on these elements.

Recreation Manager Mullen said that they will have a pump track demonstration at Wixson Park this Thursday, and on August 5th they have the taco feed dinner for the skate park. He noted that they are averaging approximately fifty kids per Wednesday for the teen center and dance, and gave a brief update on the Army Base race and Autumn Festival.

Council Member Ritchie asked if tickets needed to be purchased in advance or just at the door.

Recreation Manager Mullen responded that they would prefer to have tickets purchased in advance so they know how much food to buy.

Council Member Tierney wondered what a pump track is.

Recreation Manager Mullen replied that it is a track that connects, that one can ride bikes and skateboards up and down.

Council Member Carlson inquired if the LDS church is involved in the base race.

City Administrator Wayman responded that he believes they are assisting with the aid stations.

Recreation Manager Mullen added that they are increasing the number of aid stations and port-a-potties.

Council Member Carlson requested that he let him know what is needed.

Council Member Ritchie asked if a Facebook page was created for both the taco feed and the base race,

Recreation Manager Mullen replied in the affirmative, and that it is on the Parks Facebook page.

Deputy Police Chief Steen said that National Night Out will be on Tuesday, August 2nd, and that Community Specialist Maki has done a great job putting it all together.

City Administrator Wayman added that the military is leaning into this as well.

Civic Center Manager Tait said that the Civic Center is having plumbing issues, and that Public Works is looking into it, giving a brief explanation of what was found and will need to be repaired.

City Administrator Wayman remarked that they would need to cut through the concrete slab, which will impact usage of the facility and cost the City some money for repairs.

Council Member Carlson wondered if she was advising those using the facility about the repairs.

Civic Center Manager Tait responded in the affirmative, saying that they will have to close the facility most of time, except when seniors are there, and they cannot allow it to be open for larger events.

Council Member Carlson inquired if she was notifying those who have booked the facility.

Civic Center Manager Tait replied that she has not done so at this time, and that the impact may not be as severe as estimated.

Human Resources Manager Potter informed Council that Whitney Stohr would be placing invitations in their boxes regarding the upcoming awards ceremony put on by the Selah Downtown Association, adding that it will be their only fundraiser aside from the B&O tax credits and business donations.

Clerk/Treasurer Novobielski gave a brief update on the favorable sales tax revenues for the year to date.

Public Works Director Henne touched on the Washington State Department of Transportation's grind and overlay project, which will start on Highway 12 by 40th Avenue and proceed into Selah, stopping at Southern Avenue. He noted that a link would be placed on the City's website to allow folks to view the weekly progress. He commented that Daniel's Kitchen is temporarily closed due to sewer issues. He remarked that the Civic Center pipe affects the kitchen and the restrooms on the right side, but not those in the Legion room or back of the facility.

City Attorney Noe had no report.

2. Council Members

Council Member Ritchie had no report.

Council Member Overby had no report.

Council Member Sample had no report.

Council Member Tierney had no report.

Council Member Bell said that he was interviewed by a twelve year old young man on what it is like to be a city council person, and that he promised to bring up the young man's concern regarding the light at John Campbell school, as there is always larger crowd waiting to cross than the light allows to go through at one time, both morning and afternoon, and he thinks it is a safety hazard.

Public Works Director Henne replied that the light in question has three times the average amount of time for a crosswalk, and that the priority isn't just children, it is also the vehicles.

Council Member Bell responded that he felt it was important to bring the matter up.

Council Member Underwood had no report.

Council Member Carlson felt that, given the current economy in the US, and the situations they see in media, that National Night Out is a crucial event. He praised the police force, saying that Selah is known as a safe community because of our police force and firefighters, who go through a lot of effort to take care of us. He echoed Ms. Platt's comments from earlier about creating unity instead of division, saying that there are professional ways to talk, discuss and express concerns, and that making assumptions does nobody any good. He commended City Administrator Wayman for his efforts in the community, noting that the sales tax revenue is a measurable sign that things are happening that are really good.

3. City Administrator

City Administrator Wayman talked briefly about bond rates, referring Council to the handouts in front of them as he said that they are at an all-time low, which is good news for any municipality wanting to take on a project. He said that the Mayor and himself had a conversation with the Buxton folks that morning about how to get the attention of retailers and turn it into action, adding that they are looking to attend a regional conference in Portland in October, along with a development team consisting of people involved in community development in the City. He updated them on discussions with Traho, saying that they are working on getting the square footage of the building down to something reasonable that will accommodate current and future needs for a City Hall and Police Station.

4. Boards

- a. Planning Commission Minutes – May 17, 2016
- b. Parks and Recreation Board Minutes – May 2, 2016

5. Mayor

Mayor Raymond thanked Council Member Tierney for stepping in at the last meeting. She reminded everyone that the Dollar Tree is now open and encouraged them to support the store; also urging people to support the skate park taco feed fundraiser next Friday.

Council took a five-minute recess.

P. Executive Session

1. 30 Minute Session – Real Estate RCW 42.30.110 (1) (c)

Council went into Executive Session at 8:05pm. At 8:32pm, Council went back on the record. Mayor Raymond stated that no action was taken during the Executive Session.

Council Member Tierney moved, and Council Member Carlson seconded, to allow City Administrator Wayman, in concert with legal advice, to work on negotiating a lease term for the stated footprint that we had earlier today, of 40,000 to 54,000 square feet, for the Selah pool. Roll was called: Council Member Overby – yes; Council Member Tierney – yes; 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.

Q. Adjournment

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

The meeting adjourned at 8:33 pm.

Sherry Raymond, Mayor

Paul Overby, Council Member

John Tierney, Council Member

Roy Sample, Council Member

Laura Ritchie, Council Member

Roger Bell, Council Member

Russell Carlson, Council Member

Diane Underwood, Council Member

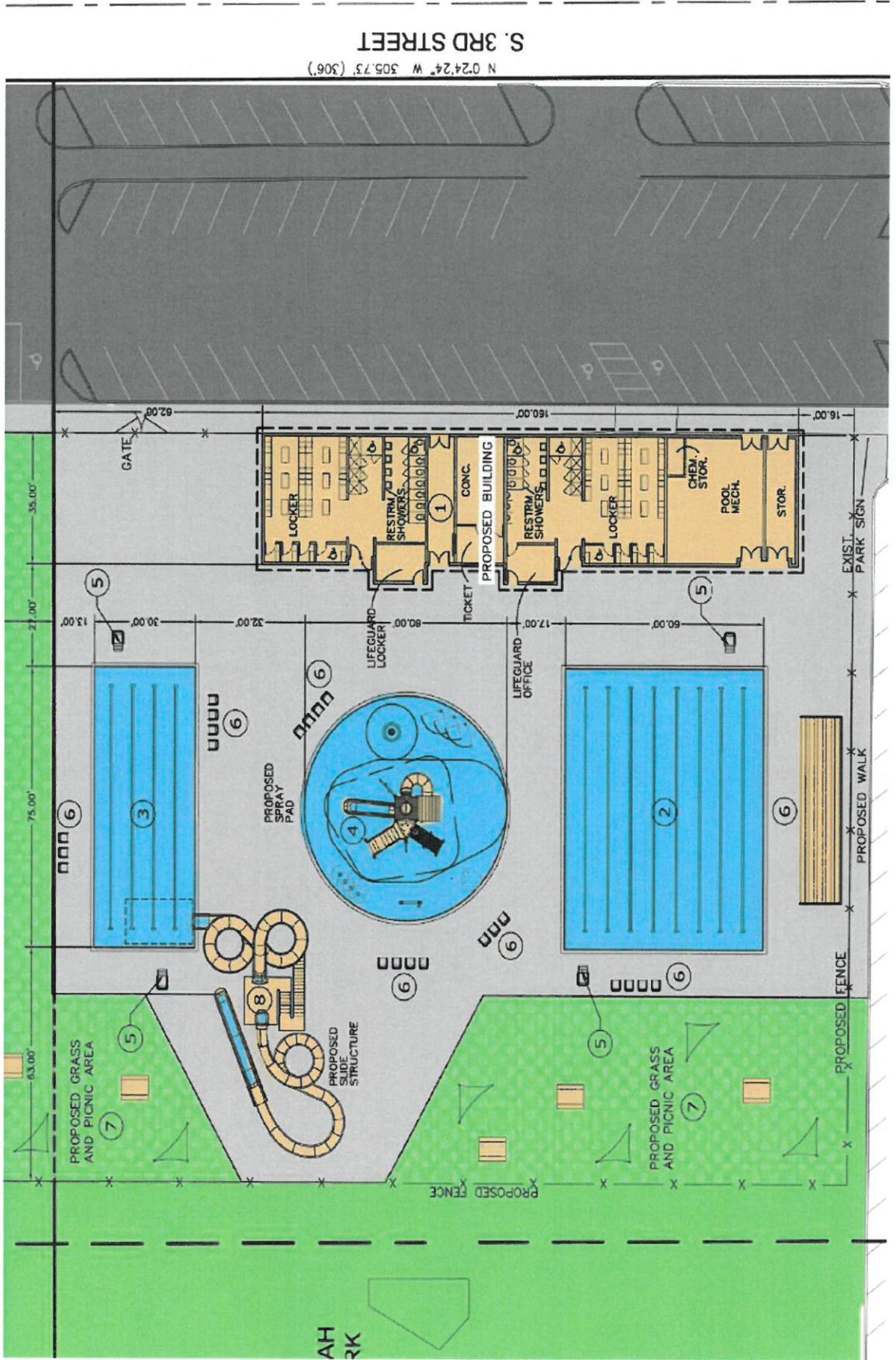
ATTEST:

Dale E. Novobielski, Clerk/Treasurer



Selah Aquatic Center

WMS Aquatics Proposal



S. 3RD STREET
 N 0°24'24" W 305.73' (306)

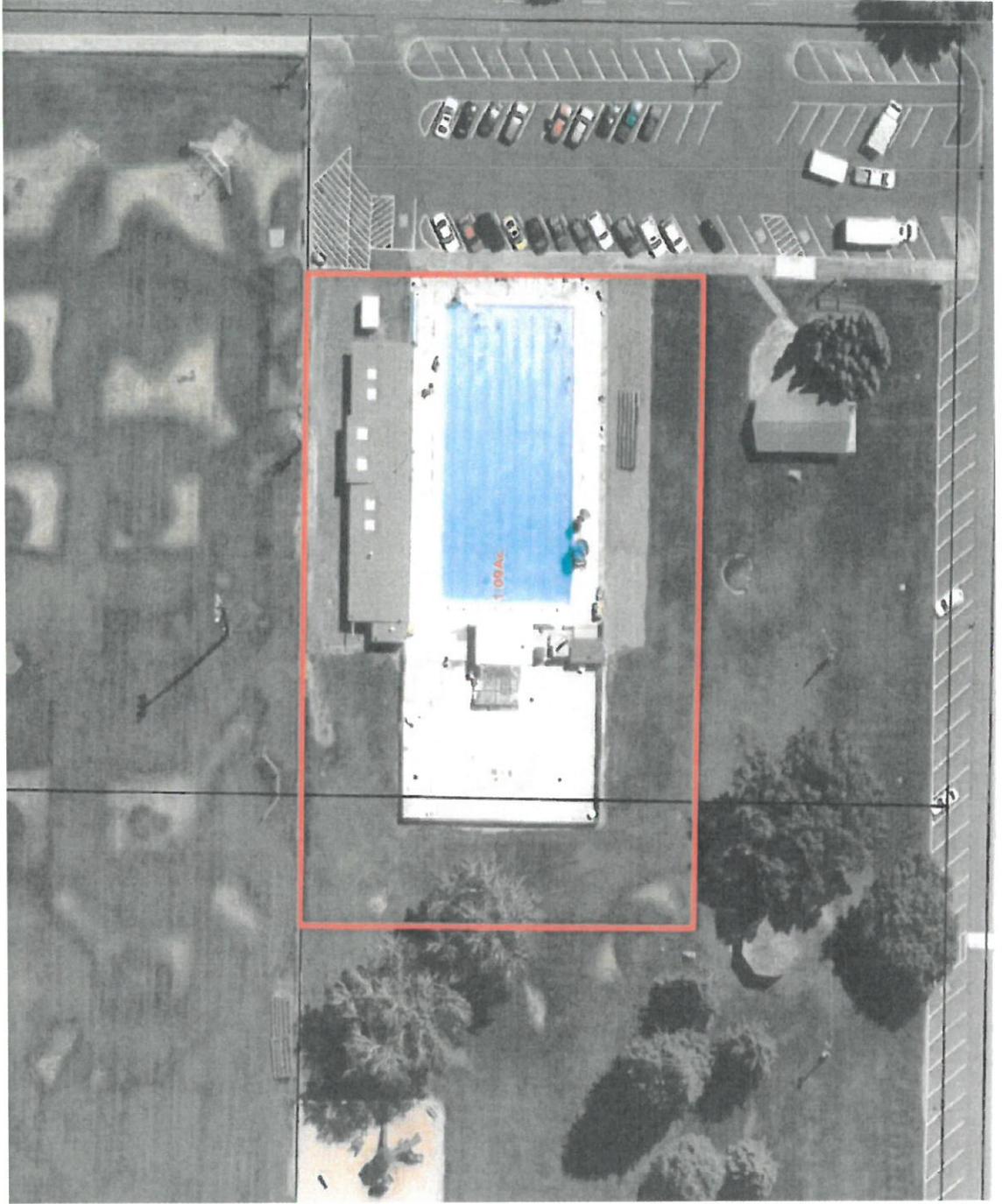
Current Pool Footprint



Theme13.shp



Proposed Aquatic Center Footprint



YAKIMA COUNTY
GEOGRAPHIC INFORMATION SERVICES



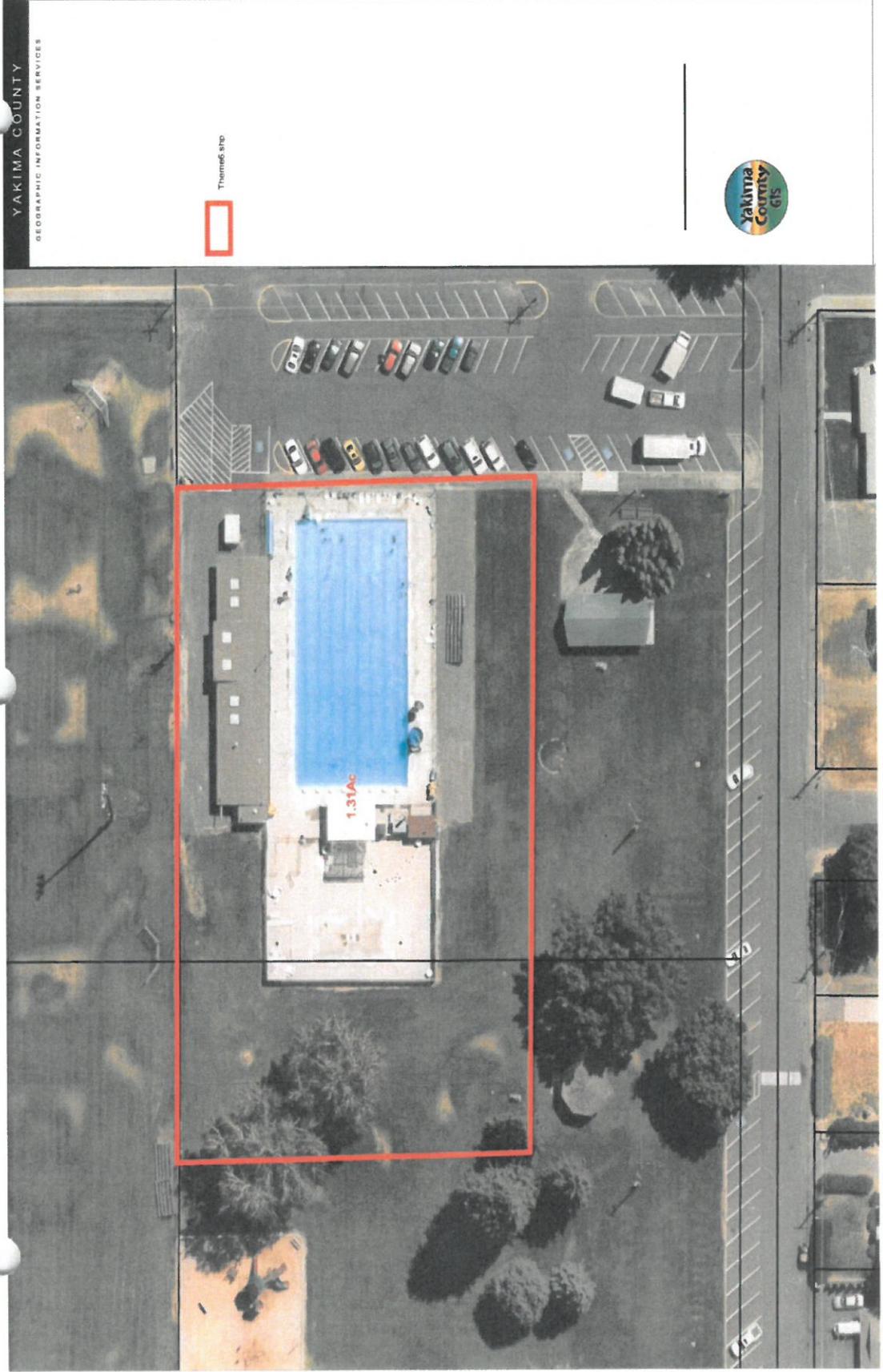
180 X 250 =
45,000 ft²
= 1.03 AC

Parcel Lot lines are for visual display only. Do not use for legal purposes.



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Proposed Aquatic Center Footprint



Wayman, Donald

From: Kelliann <kelliergeson@hotmail.com>
Sent: Wednesday, July 20, 2016 6:06 AM
To: Wayman, Donald
Cc: Tiera Girard
Subject: Selah Aquatic Center Footprint

Don,

Per our conversation of yesterday afternoon, here is the requested e-mail detailing my position on the proposed footprint for the Selah Aquatic Center.

It is premature to establish the exact footprint, or four corners, for the new facility. While I agree that we'll need the footprint sooner rather than later, the exact footprint does not need to be in place at the beginning of design work. More important than the four corners (in the earliest stages of design work) will be the feedback provided by community members - including the City Council. The Council's concern that the design compliment rather than compete with Wixson Park is important and will be incorporated into the planning. As we know, the Council is not alone in having strong opinions about our pool project. Many people in our community are passionate about all things pool (pool design, pool positioning and even pool programming). Given this level of interest - and support - we have an opportunity for a particularly productive and engaging design process, one that will leave our community, our voters, excited about the role they played in the final design. A Council vote establishing the footprint now has the potential to muddy the waters - no matter the merit of the footprint - leaving a key voting block upset about perceived unilateral decision making. I do worry that missteps now could harm M&O levies going forward.

After all that, please know: we are lucky. We have an excellent partner in NAC. If we simply let them take the lead, providing the even-handed and thoughtful advice we're paying them for, all will be well.

I look forward to attending the Council meeting on the 26th. I sincerely appreciate the invitation.

Happy Wednesday,

Kelliann



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



COUNCIL MEETING ACTION ITEM
8/9/2016 K – 1

Title: Approval of Minutes: July 26, 2016 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)



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



COUNCIL MEETING ACTION ITEM
8/9/2016 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
8/9/2016 M – 1A

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

Thru: Donald Wayman, City Administrator

From: Andrew Potter, Human Resource Manager

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:

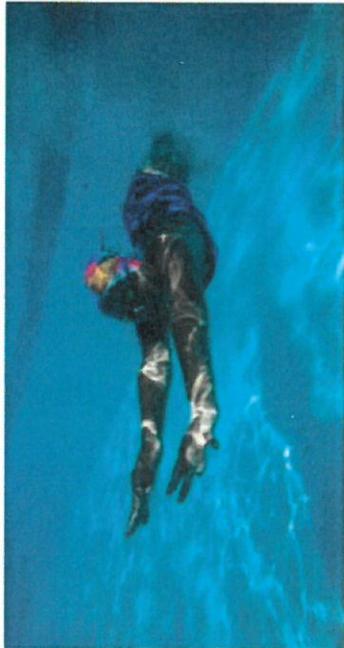
Move to approve the removal of Mr. Bill Calahan from the Selah Parks and Leisure Services Board.

Seiah Dolphins Swim Team

July 27 at 1:05am

The Yakima Herald-Republic story about Tuesday's city council meeting is online and will be in Wednesday's paper. We understand not all surrounding Seiah community members could attend and provide comment to the council. The story covers in greater depth some of the issues mentioned in our quick roundup. As always, the story supports Facebook comments and sharing. If you are a Dolphin who plans to comment, please be respectful and most of all keep a positive outlook, because we have an amazing community to help foster and grow.

http://www.yakimaherald.com/article_7494ceaa-52d9-11e6-9d...



Seiah City Council OKs different footprint for aquatic center

SELAH, Wash. — Seiah's proposed aquatic center will have to be designed to not...

WWW.YAKIMAHERALD.COM | BY DONALD W. MEYERS

Like Comment Share

Bill Callahan, Darla Rohrbach-Nass and 1 other

Chronological

1 share

Tim Vick Sorry, but to whoever wrote this post - my flavor will be anarchy.

Like Reply 4 July 27 at 8:24am

Bill Callahan Did I read correctly that Overby & Sample were asked to recuse themselves (presumably as SPRSAB city reps?) and therefore Carlson and Ritchie were the "nay" votes to the city's lay-out demands? If so, that clearly shows who supports the Don Wayman Pool Plan...

Like Reply 1 22 hrs

Write a comment

Like Reply 1 July 26 at 8:26pm



Julie Field Unbelievable.... wait yes it is! 😞 Disgusting!

Like Reply 1 July 26 at 8:28pm



Kevin Bannister SPRSA needs their own land for the pool

Like Reply 4 July 26 at 8:35pm



Jennifer Fahsholtz #boycottingkingsrow

Like Reply 10 July 26 at 8:36pm



Jessica Phillips Yes, we need to spread the word!

Like Reply 3 July 26 at 9:22pm



Amber Davie John Rosenkranz

Like Reply July 26 at 8:52pm

1 Reply



Dani Petrea Briscoe Why is it so difficult to build something fun for families in this town?!

Like Reply 10 July 26 at 8:54pm



Dan Henderson City gets the gold mine tax payers gets the shaft. Kinda gives the garbage burger a new meaning

Like Reply 9 July 26 at 8:59pm



Maria Mykel Mayhue This can't be legal. It sounds like a misappropriation of funds.

Like Reply 8 July 26 at 9:14pm



Kristen Duque Blodgett How do you recuse council members from voting? And how in the heck can they suggest using sprsa funds for sidewalks unrelated to the pool? And the biggest, how is it even legal to suggest plans other than what voters voted on? When can we vote these guys out!!!!???

Like Reply 5 July 26 at 9:30pm

1 Reply



Bill Callahan It turns out the "bait and switch" is well under way. I hope SPRSAB steps up and withholds the bond funds from misappropriation (since the funds are not from city coffers but the entire school district) by the new council (as I believe Sample and Overby are the only experienced members) who is going headlong down a sad, dark path...

#nowayman

#yessPRSAB

Like Reply 8 July 26 at 9:35pm



Erin Horn Lantrip Let's do some picketing

Like Reply 3 July 26 at 10:08pm · Edited



Erin Horn Lantrip Maybe some petition signatures for new city counsel

Like Reply 5 July 26 at 9:46pm

2 Replies



Bill Callahan Heather Lee, please share with Jason

Like Reply July 26 at 9:56pm



Heather Lee I did! He has a few unrrc

As new Selah pool goes forward, disagreements come to surface

SELAH, Wash. -- Leslie Brown and others involved with the Selah Dolphins...

WWW.YAKIMAHERALD.COM | BY DONALD W. MEYERS

 Like  Comment  Share

 Bill Callahan, Kim Aronson Carter and 12 others

1 share



Bill Callahan For the City Administrator to appoint himself as the fiscal watchdog for a project the city did not fund and a facility they do not pay to maintain and operate is a huge overstep of authority.

"Wayman said he's not trying to derail the project. Rather, he said he's ensuring that SPRSA puts together a project that fits its \$6.2 million budget as well as protects the city's interests in Wixson Park."

If he has budgetary concerns, what is he doing to add to the funding? What other multi-million dollar installations are in Wixson that should take priority? I'd like a City Administrator that is a part of the solution!

#nowayman

#yesSPRSAB

Like Reply  6 July 20 at 9:11pm



Wayne Worby Better yet I'd like a city administrator with integrity. In the city council meeting he said the footprint decision was Sherry's and the Herald Republic article he's trying to say they both made the decision. After consensus with other city officials.

Like Reply  2 July 20 at 9:27pm



Write a comment...



Anyone with Charter cable will be able to review the July Selah City Council meeting recording by Y-PAC on Charter channel 194 on 7/14/2016 at 8:30 p.m., at 7/16/2016 at 10:30 a.m., 7/17/2016 at 10:30 a.m. and 7/18/2016 at 10:30 a.m. The meeting is also hosted online at the Yakima Community Television website (listed below) for anyone without Charter or who only use online streaming services. The digital version is available online here. <http://205.172.45.10/Cablecast/Public/Show.aspx...>

Yakima Community Television

YCTV is Yakima's Public Access TV channel. Anyone in the community can learn how to produce TV programs at the YCTV production facility and then see their finished programs air on YCTV, Charter cable channel 21. The diversity of YCTV programs mirror the diversity of thought, philosophy, culture and...

205.172.45.10

 Like  Comment  Share

 Bill Callahan and 2 others

Chronological ▾



Bill Callahan Does anyone know why council wanted to conceal their pool footprint vote from the people they represent? Whose idea was it to vote in secret? Why wouldn't our elected representatives want their constituents to know their vote? Only those with something to hide do so...

#nowayman

#yesSPRSAB

Like Reply  1 July 15 at 10:42pm



Write a comment...



Like Comment Share Chronological

Shirley Johnson-hoy, Warren Brown and 9 others

16 shares

 Suzen Merica Oakes I would like to think we will have what we voted for, the Council, Mayor and consequently the City Administrator serve at the consent of the governed. They would do well to remember that.

Like Reply 1 · July 14 at 8:49am

 Ariel Goodwin Bev Pittman

Like Reply July 14 at 9:14am

 Bill Callahan Here is the council minutes where Ms. Ergeson presented the full plan to the City Council (and Don Wayman). Please note no objections, no alternate plan, no obstruction:
<https://selahwa.gov/.../July-28-2015-Minutes-Selah...>
 What changed, when and why???

#nowayman
 #yesSPRSAB

Like Reply 1 · July 15 at 10:51pm

Write a comment...

Like Reply 5 · July 14 at 6:11pm

 Wayne Worby The decision made in this pool siting and change in design will be controlled by the footprint. It is being rammed through by Mr Wayman, as a way to limit and control the pool options. I don't believe that he represents a collective decision of city managers.

Council woman Laura Ritchie stated it was her position that the footprint was not cast in concrete. A definite contrast to the position of Mr Wayman is saying was an absolute directive.

I learned in college a long time ago that in design, "form follows function". I would think in normal administrations the design is based on goals....not a controlling artificial footprint

Like Reply 1 · July 14 at 7:25pm

 Bill Callahan Also very odd how demanding Mr. Wayman is being on behalf of the city considering they are only really contributing a piece of land and SPRSAB is paying for all construction and M&O. If the city wants to resume control, seems they should at least match funds or step back and just help SPRSAB build what everyone wants...

#nowayman
 #yesSPRSAB

Like Reply 2 · July 15 at 9:45pm

Write a reply

Stella Whitehead What, exactly, is the "Don Wayman Pool Plan"? I am sorry to have missed the meeting.

Like Reply July 15 at 3:09pm



Bill Callahan Smaller footprint, no green space inside the enclosure, no cover and a continued North/West lay-out all of which directly oppose the community/SPRSAB plan.

#nowayman
#yesSPRSAB

Like Reply July 15 at 9:45pm Edited

Wayne Worby There will be a lawyer at the Selah City library tomorrow (Saturday) morning at 10:00 am. He is going to present the laws controlling the Freedom of Information Act. I would encourage all interested people to attend, it is the legal way to force Mr Way... See More

Like Reply July 15 at 7:50pm



Bill Callahan I wonder why all the council members are allowing this carpetbagger to lead them around by the nose. Seems like one or more of them would either refuse to cooperate with his dirty politics or tell the press. How has he duped them all so quickly?!

#nowayman
#yesSPRSAB

Like Reply July 15 at 9:46pm Edited

Write a comment



Bill Callahan · Whitman College

For the City Administrator to appoint himself as the fiscal watchdog for a project the city did not fund and a facility they do not pay to maintain and operate in Aelah a grassroots, volunteer board that represent a cross-section of residents from all across the school district- a far larger area than city limits and Mr. Wayman's jurisdiction) is a huge overstep of authority.

"Wayman said he's not trying to derail the project. Rather, he said he's ensuring that SPRSA puts together a project that fits its \$6.2 million budget as well as protects the city's interests in Wixson Park."

If he has budgetary concerns, what is he doing to add to the funding? What other multi-million dollar installations are in Wixson that should take priority? I'd like a City Administrator that is a part of the solution!

#nowayman

#yesSPRSAB

Like Reply July 20, 2016 9:22pm



Bill Callahan · Whitman College

It's unfortunate that this exciting opportunity has turned to acrimony. As I re-read notes from the previous mayor and city council, there was such unity on all of these issues and support for SPRSAB. I wonder why the new council is obstructing SPRSAB's efforts? YHR, I'd encourage you to inquire with council members who were present then and remain now to understand what happened.

Like Reply July 27, 2016 5:27am



Heather Plochowitz Hall · School Psychologist at Yakima School District

Doesn't the mayor own the business that she wants sidewalks installed on -using the voter approved pool money? Or do I have the wrong information on that?

Like Reply July 27, 2016 9:58am



Bill Callahan · Whitman College

In not certain that she is the owner, but she is the manager of King's Row and it is the business at the terminus of the proposed SPRSA-funded sidewalk (along with the Civic Center).

Like Reply July 27, 2016 10:37am



Heather Plochowitz Hall · School Psychologist at Yakima School District

Bill Callahan I just confirmed she is the owner. I think it's unfair to the people who voted for their money to go to the new pool. Now the city is trying to use that voter approved money to sidewalk streets that will directly benefit the mayors business which is almost a block from the pool. I am just saying -this and her overall resistance to giving the people what they voted for in general makes her look shady and self seeking. I am not much of an activist but I will be a very active and vocal citizen in making sure she is not elective to any position in this city again

Like Reply July 27, 2016 10:51am



Bill Callahan · Whitman College

In thinking about this issue, I was present for Mr. Wayman's 40+ minute presentation on the inadequate aquatic center budget and now he is trying to immediately divert funds from this "underfunded project" to city streets? Am I the only one who fails to understand how Mr. Wayman can change his position from week to week to support his agenda?

Like Reply July 27, 2016 10:42am



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



COUNCIL MEETING ACTION ITEM
8/9/2016 N - 1

Title: 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.

Thru: Donald Wayman, City Administrator

From: Joe Henne, Public Works Director

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: \$71,000.00 Estimated Retainage

Funding Source: Streets 110, Water 411, Sewer 415 & Fire 001

Staff Recommendation:

Approval to close-out the Energy Efficiency Project as complete and release the retainage fee.

Background / Findings & Facts:

The City entered into an agreement with Washington State Department of Enterprise Services (DES) to provide personnel and services for work to be performed for the City-wide energy conservation project. The City participated in reimbursement obligations with the Washington State Treasurer for the DES Energy Efficiency Projects. On July 21, 2016, a close out meeting was held with DES/Ameresco and Public works to verify all work had been performed and completed for the WWTP and Exterior Lighting Energy Efficiency project. Staff also request the Mayor authorize release of the contract retainage once the



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



City receives the notice of completions from Department of Revenue, Department of Labor and Industries and Employment Security Department and the final accounting has been verified.

Recommended Motion:

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

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

RESOLUTION NO. _____

**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**

WHEREAS, the City of Selah contracted with Department of Enterprise Services (DES)/Ameresco to perform work for the City of Selah WWTP and Exterior Lighting Energy Efficiency Project, and

WHEREAS, Selah Public Works has reviewed the work performed by Ameresco, 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 WWTP and Exterior Lighting Energy Efficiency Project as complete.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9th day of August, 2016.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

RESOLUTION NO. _____

YAKIMA HERALD REPUBLIC

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-Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline, by contacting your account rep at (509) 577-7740.

<p>Date: 07/28/16</p> <p>Account #: 110412</p> <p>Company Name: WA ST DEPT OF ENTERPRISE SERVICES</p> <p>Contact: Kathi Fyfe</p> <p>Address: PO BOX 41012 OLYMPIA, WA 98504-1012</p> <p>Telephone: (360) 902-9372</p> <p>Fax: (360) 753-2848</p>	<p>Run Dates:</p> <p>Yakima Herald-Republic 07/29/16</p> <p>YakimaHerald.com 07/29/16</p>
<p>Ad ID: 665638</p> <p>Start: 07/29/16</p> <p>Stop: 07/29/16</p> <p>Total Cost: \$89.68</p> <p># of Inserts: 2</p> <p>Lines: 35.0</p> <p>Ad Class: 6021</p> <p>Ad Class Name: Public Legal Notices</p> <p>Account Rep: Simon Sizer</p> <p>Phone #: (509) 577-7740</p> <p>Email: ssizer@yakimaherald.com</p>	

Ad Proof

July 28, 2016

NOTICE TO SUBCONTRACTORS AND MATERIALMEN

The State of Washington, City of Selah, acting by and through the Department of Enterprise Services, Engineering & Architectural Services, hereby advises all interested parties that Contract No. 2015-006 G (1-1), for the WWTP and Exterior Lighting Energy Efficiency Project, with Ameresco, Inc., 222 Williams Avenue South, Suite 100, Renton, WA 98057, has been accepted as of July 28, 2016.

The lien period for filing any liens against this contract's retained percentage is now in effect. Any liens filed after September 11, 2016 shall be filed as not valid.

State of Washington
Department of Enterprise Services
Engineering & Architectural Services

(665638) July 29, 2016



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



COUNCIL MEETING ACTION ITEM
8/9/2016 N – 2

Title: Resolution Authorizing the Mayor to Sign an Intergovernmental Cooperation Agreement with Yakima County Fire District #6

Thru: Donald Wayman, City Administrator

From: Gary Hanna, Fire Chief

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: None

Funding Source: Not applicable

Staff Recommendation:

Approval

Background / Findings & Facts:

Yakima County Fire District #6 wishes to utilize an Intergovernmental Cooperation Agreement to purchase brush trucks for their department using the bid specifications written by the Selah Fire Department. The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. Proposers agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the Selah Fire Department incurring any financial or legal liability for such purchases.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Recommended Motion:

Move to Approve Resolution Authorizing the Mayor to Sign an Intergovernmental Cooperation Agreement with Yakima County Fire District #6.

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the Mayor to sign an Intergovernmental Cooperation Agreement with Yakima County Fire District #6, a municipal corporation

WHEREAS, the City of Selah and Yakima County Fire District #6 wish to utilize each other's contracts to jointly bid the acquisition of goods and services and disposition of property; and

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for Interlocal cooperation between government agencies; and

WHEREAS, both parties are required to make certain purchases by formal advertisement and bid process, which is a time consuming and expensive process; and it is in the public interest to cooperate in the combination of bidding requirements to obtain the most favorable bid for each party where it is in their mutual interest; and

WHEREAS, the City of Selah and Yakima County Fire District #6 also wishes to utilize each other's contracts where it is in their mutual interest;

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

The Mayor is authorized to sign an Intergovernmental Cooperation Agreement Interlocal Agreement with Yakima County Fire District #6, a municipal corporation.

PASSED this 9th day of August, 2016.

Sherry Raymond, Mayor

ATTEST:

APPROVED AS TO FORM:

Dale Novobielski, Clerk/Treasurer

Robert F. Noe, City Attorney

INTERLOCAL AGREEMENT For COOPERATIVE PURCHASING

PURPOSE:

The purpose of this Interlocal Agreement is to provide for COOPERATIVE PURCHASING opportunities for the signatory jurisdictions of this agreement in accordance with RCW 39.34. Cooperative purchasing may be for materials, services or equipment related to the operation and administration of public services for local government entities.

RATIFICATION:

This agreement shall be in full affect and recorded when the elected officials of each jurisdiction signatory to this agreement have so enacted the full agreement in a public meeting of said agency. A copy of this agreement shall be filed and maintained by each party to this agreement.

COOPERATIVE PURCHASE:

Cooperative purchasing by multiple public agencies is allowed under the provisions of RCW 39.34 when a public agency, having executed a public bid process for specific materials, services or equipment, enters into an INTERLOCAL COOPERATIVE PURCHSING AGREEMENT with one or more public agencies desiring like equipment, material or services from the same Contractor.

LIMITS:

The provisions of this INTERLOCAL COOPERATIVE PURCHASING AGREEMENT are limited to only those materials, services, equipment defined in the bid specifications and proposal from the originating agency defined as:

(1) One or More, Wildland Brush Fire Apparatus, from the authorized public bid dated **December 28th, 2015** by **Selah Fire Department** (originating agency) and duly awarded to **CASCADE FIRE EQUIPMENT**. Changes to the original specifications or deviations from the original bid is permissible when deemed in the best interest of the agency (s) which become signatory to this agreement.

FISCAL REQUIREMENTS

All public agencies signatory to this agreement shall be individually responsible for full payment of any and all services, materials or equipment purchased on their behalf including all deviations and change orders. Financial responsibility includes all taxes, fees, tariffs, shipping and/or any other ancillary costs incurred by an agency purchasing under the provisions of this agreement.

OWNERSHIP

Any materials or equipment purchased under the provisions of this agreement shall be the sole ownership of each respective agency.

TERM

The term of this agreement shall be affective immediately upon the authorization by each entity signatory to this agreement and shall remain in effect for the duration of the acquisition process for this action and beyond if said party's desire.

SIGNATURES

“**APPROVED AND ADOPTED** by the Board of Fire Commissioners, Yakima County Fire District #6, Yakima, Washington in a legal public meeting will all Board members voting this _____ day of _____, 2016:

Yakima County Fire District #6
(agency)

Selah Fire Department
(agency)

Fire Commissioner

Mayor

Fire Commissioner

Fire Commissioner

Fire Commissioner

Fire Commissioner

ATTEST:

ATTEST:

Fire District Secretary

Dale Novobielski, Clerk/Treasurer



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



COUNCIL MEETING ACTION ITEM
8/9/2016 N – 3

Title: 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

Thru: Donald Wayman, City Administrator

From: Gary Hanna Fire Chief

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: \$1,000.00

Funding Source: Fire Control Fund 103

Staff Recommendation:

Acceptance and approval.

Background / Findings & Facts:

The Selah Fire Department Wishes to Enter Into an Agreement with the OTIS Elevator Company to complete a 5 Year Full Load Rupture Valve Test. This Test was due in 2014, but missed by the company currently contracted for annual maintenance. This test is not covered in the current contract. The current company has given us a price of \$3,259.00 to conduct this test. Otis has given us a price of \$1,000.00, but will require us to switch to their company to provide annual preventive maintenance beginning January 1, 2017 which is also at a significant savings.



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



Recommended Motion:

Move to Approve the 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

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION Authorizing the Mayor to Sign a Service and Repair Order with Otis Elevator Company to provide a 5 Year Full Load Rupture Valve Test for the elevator located at the Selah Fire Station, 206 W. Fremont Avenue, Selah WA 98942.

WHEREAS, Otis Elevator Company has inspected said elevator and deemed it necessary to make certain repairs in order to bring the elevator up to code; and

WHEREAS, Otis Elevator Company has submitted a proposal for a 5 year Full Load Rupture Valve Test in the amount of \$1,000 as described in the attached Otis Service and Repair Order; and

WHEREAS, the City of Selah has determined that it is wise, expedient, and in the best interests of the citizens of Selah to enter into an agreement with Otis Elevator for the 5 year Full Load Rupture Valve Test in the amount of \$1,000.

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

Resolution Authorizing the Mayor to Sign a Service and Repair Order with Otis Elevator Company to provide a 5 Year Full Load Rupture Valve Test for the elevator located at the Selah Fire Station, 206 W. Fremont Avenue, Selah WA 98942.

ADOPTED AND APPROVED this the 9th day of August, 2016.

Sherry Raymond, Mayor

ATTEST:

APPROVED AS TO FORM:

Dale Novobielski, Clerk/Treasurer

Robert F. Noe, City Attorney



United Technologies

DATE: 08/02/2016

TO:
Selah Fire Dept
206 W Fremont Ave
Selah, WA 98942

FROM:
Otis Elevator Company
105 North 3rd Street
Yakima, WA 98901

EQUIPMENT LOCATION:
Selah Fire Dept
206 W Fremont Ave
Selah, WA 98942

Dustin Enevold
Phone: (509) 483-7328
Fax: (509) 483-7273

PROPOSAL NUMBER: DXE160415135255

MACHINE NUMBER(S) : D42096

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

With the signing of a service agreement with Otis as of 1/1/17. Otis agrees to complete the 5 year rupture valve test for \$1000.

5 YEAR FULL LOAD RUPTURE VALVE TEST

With the adoption of ASME A17.1 2007/A17.1a-2008 code, a Category 5 test is required for hydraulic elevators with over speed valves installed.

The seals were not required until the State made changes to the code in 2014.

Overspeed Valve (aka –rupture valve, seismic valve): A device installed in the pressure piping of a hydraulic elevator, between the hydraulic machine and the hydraulic jack that restricts and ceases oil flow from the hydraulic jack through the pressure piping when such flow exceeds a preset value.

From ASME A 17.1 a- 2007.

8.6.5.16 – Periodic Test Requirements =- Category 5

8.6.5.16.5 Overspeed valves, where provided, shall be inspected and tested to verify that they will stop the car, traveling down with rated load, within the specified limits of 3.19.4.7.5(a) using a written procedure supplied by the valve manufacturer or the person or firm maintaining the equipment. If the seal has been altered or broken, the overspeed valve shall be resealed after successful test.

The above test is required every 5 years per section 8.11.1.3.

These tests impose much greater stresses on the equipment than those of normal operation. It is agreed that in making inspections or tests, you assume any and all liability for personal injury (including death) or property damage because of the action or failure of any part of the elevator equipment. If repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be an extra to the Contract.

PRICE: \$ 1000.00
One Thousand and 00/100

This price is based on a zero percent (0%) down payment in the amount of \$0.
This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Dustin Enevold
Title: Account Manager
E-mail: Dustin.Enevold@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____
Signed: _____
Print Name: - _____
Title - _____
E-mail: - _____
Name of Company - _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____
Signed: _____
Print Name: Erik Jensen
Title Branch Manager

- Principal, Owner or Authorized Representative of Principal or Owner
- Agent: _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of - percent (- %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
 11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
 14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.



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



COUNCIL MEETING ACTION ITEM

8/9/2016 N – 4

Title: 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

Thru: Donald Wayman, City Administrator

From: Gary Hanna Fire Chief

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: \$2,520.00 Annually

Funding Source: Fire Control Fund 103

Staff Recommendation:

Acceptance and approval.

Background / Findings & Facts:

The Selah Fire Department Wishes to Enter Into a Preventive Maintenance Agreement with the OTIS Elevator Company. By doing so will insure compliance with RCW Title 70 Chapter 70.87. The Otis Elevator Company will Provide this Service for the sum of \$2,520.00 Annually, a substantial cost savings over the current company providing the same service.



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



Recommended Motion:

Move to Approve 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

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION Authorizing the Mayor to Sign an Elevator Services 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.

WHEREAS, the City of Selah wishes to enter in to an agreement with the Otis Elevator Company for the annual maintenance of the elevator located at the Selah Fire Station, 206 W. Fremont Avenue; and

WHEREAS, Otis Elevator Company has submitted a proposal for Preventive Maintenance for the Elevator in the amount of \$2,520 annually beginning January 1, 2017 as described in attached Otis Service Agreement; and

WHEREAS, the City of Selah has determined that it is wise, expedient, and in the best interests of the citizens of Selah to enter into an agreement with Otis Elevator for Preventive Maintenance in the amount of \$2,520 annually beginning January 1, 2017.

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

Resolution Authorizing the Mayor to Sign an Elevator Services 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.

ADOPTED AND APPROVED this the 9th day of August, 2016.

Sherry Raymond, Mayor

ATTEST:

APPROVED AS TO FORM:

Dale Novobielski, Clerk/Treasurer

Robert F. Noe, City Attorney



DATE: 08/02/16

TO:
Selah Fire Department
206 W Fremont Ave
Selah, WA 98942

FROM:
Otis Elevator Company
105 North 3rd Street
Yakima, WA 98901

EQUIPMENT LOCATION:
Selah Fire Dept
206 W Fremont Ave
Selah, WA 98942

Dustin Enevold
Phone: (509) 483-7328
Fax:(509) 483-7273

PROPOSAL NUMBER: AGO103

EQUIPMENT DESCRIPTION:

Table with 5 columns: No Of Units, Type Of Units, Manufacturer, Customer Designation, Machine Number. Row 1: 1, HYDRAULIC, DOVER, ONLY ELEVATOR, D42096

OTIS SERVICE

We propose to furnish Otis Service on the equipment ("Units") described above. Otis Service is preventive maintenance service designed to extend equipment life.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will service the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and minor adjustment of the following parts:

- Controllers, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
■ Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
■ Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
■ Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
■ Motors, brushes, brush holders, and bearings.

- Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

In addition, if conditions or usage warrant, we will repair or replace the following parts:

- Motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).

This Contract includes emergency minor adjustment callback services during our regular working hours.

EXCLUSIONS

Services, repairs and/or parts not listed above are specifically excluded. This Contract does not cover inspection, lubrication, adjustment or cleaning that requires disassembly. If you later request any of these services, you agree to pay extra at our regular billing rates.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE® 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or thru an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units, and the OMMS program.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. We will test the firefighters' service keyswitch on a quarterly basis.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM[®] monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief, or acts of God.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

MCP

Otis to complete the currently required code items within 8.6 and 8.11 that are in place as of the commencement date of this agreement. Note: Category five over-speed valve test when applicable is included in this agreement. Overdue test will be completed initially for \$1000 per proposal DXE160415135255.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Two hundred ten dollars (\$ 210.00) per month, payable Annually.

TERM

The Commencement Date will be 01/01/2017.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

PRICE ADJUSTMENT

The Contract Price will be adjusted annually to reflect increases or decreases in the labor cost.

The original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on **01/01/2016** which was **86.687**. The phrase “straight time hourly labor cost” means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Payments will be made on a Annually basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The method of payment will be by check.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Dustin Enevold
 Title: Account Manager
 E-mail: Dustin.Enevold@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____
 Signed: _____
 Print Name: - _____
 Title - _____
 E-mail: - _____
 Name of Company - _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____
 Signed: _____
 Print Name: Erik Jensen
 Title Branch Manager

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name: _____

Fax: _____

Phone: _____

E-Mail: _____

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.



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



COUNCIL MEETING ACTION ITEM
8/9/2016 N – 5

Title: Resolution Authorizing the Mayor to Sign an Amendment to the City Administrator's Employment Agreement

Thru: Donald Wayman, City Administrator

From: Andrew Potter, Human Resource Manager

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: up to \$122,856

Funding Source: Various funds, same as current salary division

Staff Recommendation:

Approve the Amendment

Background / Findings & Facts:

Mayor Raymond has purposed the change to give some assurances to Mr. Wayman's investment in the community.

Recommended Motion:

Move to Approve the Resolution Authorizing the Mayor to Sign an Amendment to the City Administrator's Employment Agreement

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN
AMENDMENT TO THE CITY ADMINISTRATOR'S
EMPLOYMENT AGREEMENT**

WHEREAS, the City of Selah wishes to amend the City Administrator's employment agreement;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign an amendment to the City Administrator's employment agreement to increase the severance pay that Donald Wayman will receive if he is terminated by the city without cause.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 9th day of August, 2016.

Sherry Raymond, Mayor

ATTEST:

Dale Novobielski, Clerk Treasurer

Robert Noe, City Attorney

RESOLUTION NO. _____

SECOND AMENDMENT
TO EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF SELAH, WASHINGTON
and DONALD WAYMAN dated March 24, 2015

WHEREAS, Section 12 of the Employment Agreement between the City of Selah and Donald Wayman dated March 24, 2015 ("Agreement") provides that the Agreement may be amended in writing by the parties;

WHEREAS, it is the desire of the parties to amend Section 7, Compensation After Termination – Severance Pay, of the Agreement to make adjustments that will increase the severance pay that Donald Wayman will receive if he is terminated by the city for reasons besides misconduct;

NOW, WHEREFORE, the parties wish to amend the Agreement as follows:

I. Section 7, Compensation After Termination – Severance Pay, amended to read as follows:

Section 7. COMPENSATION AFTER TERMINATION - SEVERANCE PAY

A. In the event the Employee is terminated by the City for misconduct as provided in Section 6(B), the Employee shall receive no severance pay, however the Employee shall be entitled to receive earned pay, accrued vacation leave pay and accrued sick leave pay as provided for upon termination in the City of Selah Personnel Policies.

B. In the event this contract is terminated by the Employee without the full notice required by Section 6, then the Employee shall receive all earned pay and accrued vacation leave pay, but no severance pay, and no accrued sick leave pay.

C. In the event this contract is terminated by the Employee with full notice required in Section 6, the Employee shall receive all earned pay, accrued sick leave pay and accrued vacation pay, as provided by City of Selah Personnel Policies, but no severance pay.

D. In the event this contract is terminated by the City for any other reason, the Employee shall be entitled to receive within 30 days of the Employee's last scheduled work day all earned pay, accrued sick leave pay and accrued vacation pay as provided by the City of Selah Personnel Policies and severance pay equal to three months' salary (if less than one year of employment) or severance pay equal to ~~six~~ **18 months' salary** (if more than one year of employment).

All remaining provisions of the Agreement, not subject to this First Amendment, shall remain in full force and effect.

AGREED THIS 9th day of August, 2016

EMPLOYER – CITY OF SELAH

EMPLOYEE – DONALD WAYMAN

Mayor Sherry Raymond

Donald Wayman

ATTEST:

Dale Novobielski, City Clerk/Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney



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



COUNCIL MEETING ACTION ITEM
8/9/2016 O - 1

Title: Ordinance Amending the 2016 Budget for a Basic Fire Fighter Training Grant

Thru: Donald Wayman, City Administrator

From: Gary Hanna, Fire Chief

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: \$ 9,900

Funding Source: Washington State

Staff Recommendation:

Approve Ordinance.

Background / Findings & Facts:

Washington State has awarded the Selah Fire Department with a grant for basic fire fighter training.

Recommended Motion:

I move to approve the Ordinance amending the 2016 budget for a grant from Washington state for basic fire fighter training.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2016 BUDGET FOR A FIRE FIGHTER TRAINING GRANT

WHEREAS, the City desires to approve an adjustment to the 2016 Budget for a Fire Fighter training grant;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2016 Budget as follows:

103 Fire Control

103.000.022.334.13.00.00	Fire Fighter Training Grant	\$	9,900
103.000.022.522.45.31.04	Basic Fire Fighter Training	\$	9,900

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of August, 2016.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

ORDINANCE NO. _____



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



COUNCIL MEETING ACTION ITEM
8/9/2016 O - 2

Title: Ordinance Amending the 2016 Budget for a Service Contract for Economic Development Services

Thru: Donald Wayman, City Administrator

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: \$ 50,000

Funding Source: Fund 001 Current Expense

Staff Recommendation:

Approve Ordinance.

Background / Findings & Facts:

The City Council has approved a contract with the Buxton Company for economic development services.

Recommended Motion:

I move to approve the Ordinance amending the 2016 budget for economic development services.



**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:

4/26/2016

Approved Resolution 2528 authorizing a contract with the Buxton Company for economic development services.

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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2016 BUDGET FOR ECONOMIC DEVELOPMENT SERVICES

WHEREAS, the City desires to approve an adjustment to the 2016 Budget for economic development services;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2016 Budget as follows:

001 General

Executive

001.000.013.513.10.41.00	Professional Services	\$	50,000
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Non-Departmental

001.000.098.313.11.00.00	Sales & Use Tax	\$	50,000
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PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 9th day of August 2016.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

ORDINANCE NO. _____



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



COUNCIL MEETING ACTION ITEM
8/9/2016 O – 3

Title: Ordinance Amending the 2016 Budget for Services Related to the City Hall Improvements Project

Thru: Donald Wayman, City Administrator

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Board/Commission Recommendation: Not applicable

Fiscal Impact: \$ 70,511

Funding Source: Fund 310 Current Expense Building/Property Reserve

Staff Recommendation:

Approve Ordinance.

Background / Findings & Facts:

The City Council has approved contracts with Traho Architects and Huibregtse Louman Associates for Pre-Design, Surveying, Geotechnical and Environmental services related to the city hall improvements project.

Recommended Motion:

Approve the Ordinance Amending the 2016 Budget for Services Related to the City Hall Improvements Project



**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	Approved a pre-design contract with Traho Architects related to the city hall improvements project.
6/14/2016	Approved Resolution 2544 authorizing a surveying contract with Huibregtse Louman Associates (HLA) for the city hall improvements project.
7/26/2016	Approved Resolution 2551 authorizing city hall improvements project contract supplement number 1 for Huibregtse Louman Associates for geotechnical and environmental services.

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ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2016 BUDGET FOR THE CITY HALL
IMPROVEMENTS PROJECT

WHEREAS, the City desires to approve an adjustment to the 2016 Budget for the city hall improvements project;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2016 Budget as follows:

001 General

Non-Departmental

001.000.097.397.00.00.00 Operating Transfers-In \$ 70,511

001.000.094.594.18.63.00 City Hall Improvements Project \$ 70,511

310 Current Exp. Blg/Property Res

310.000.097.597.00.00.00 Operating Transfers-Out \$ 70,511

310.000.008.508.80.00 New Ending Unreserved Fund Balance \$ 408,446

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 9th day of August 2016.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

ORDINANCE NO. _____