

SELAH CITY COUNCIL

5:30pm January 22, 2019

3pm Study Session -
Council Member Interviews



Selah City Council
Regular Meeting
Tuesday, January 22, 2019
5:30pm
City Council Chambers

Mayor:
Mayor Pro Tem:
Council Members:

Sherry Raymond
John Tierney
Roger Bell
Russell Carlson
Diane Underwood
Jacquie Matson

CITY OF SELAH
115 West Naches Avenue
Selah, Washington 98942

City Administrator:
City Attorney:
Clerk/Treasurer:

Donald Wayman
Robert Noe
Dale Novobielski

AGENDA

- A. Call to Order –Mayor Raymond
- B. Roll Call
- C. Councilmember Absence – Motion to Excuse
- D. Pledge of Allegiance
- E. Invocation
- R. Executive Session
 - 1. 30 Minute Session to consider the qualifications of a candidate for appointment to elective office - RCW 42.30.110 (1)(h)
- ** Vote on New Council Member Selection
- ** Swearing in of New Council Member
- 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. Each person wishing to speak shall have two minutes to address the Mayor and Council.

Persons wishing to speak are required to comply with the City's Rules of Decorum and shall maintain appropriate civility. Comments that are impertinent, degrading, slanderous, or impugn the integrity of any member of the Council, employee of the city, or any member of the public shall not be permitted.

2. Written

Monica Lake a. Recycling Data Report for the 4th Quarter of 2018

- 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: January 8, 2019 Council Meeting
- Dale N. * 2. Approval of Claims & Payroll

L. Public Hearings **None**

M. General Business

1. New Business

- Mayor Raymond a. Board and Committee Assignments for calendar year 2019
- Donald Wayman b. Fire Levy discussion
- Gary Hanna
- Joe Henne c. Approval to Install Power and Pedestals in the grass strip of the west parking lot of Civic Center

2. Old Business **None**

N. Resolutions

- Treesa Morales 1. Resolution Declaring Parks & Recreation Property (Expired Youth Sports Jerseys) as Surplus and Authorizing Disposition of the Same
- Joe Henne 2. Resolution authorizing the Mayor to sign Task Order 2019-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design services for the North First Street Sidewalk Improvements Project
- Joe Henne 3. Resolution authorizing the Mayor to sign a Washington State Transportation Improvement Board Consulting Agreement between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide consultant services for the North First Street Resurfacing (FY 2020 Overlay Project)
- Jeff Peters 4. Resolution authorizing the Mayor to sign an amended Water Facility Development Contract (Latecomer Reimbursement) Agreement between Shane and NCW, LLC (formerly Goodlander Holdings, LLC) and the City of Selah
- Erin Barnett 5. Resolution Authorizing the Mayor to sign an Intergovernmental Local Agreement for Stormwater Permit Compliance Activities between Yakima County and the City of Selah

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

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

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

A yellow AIS indicates an action item.

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

R. Executive Session

- 1. 15 Minute Session – Potential Litigation RCW 42.30.110 (1) (i) and Real Estate RCW 42.30.110 (1) (b) & RCW 42.30.110 (1) (c)

S. Adjournment

Next Regular Meeting: February 12, 2019



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Informational Item
1/22/2019 I – 2a

Title: Recycling Data Report for the 4th Quarter of 2018

From: Monica Lake, Executive Assistant

Action Requested: Informational - No action needed

Staff Recommendation:

N/A

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: Participation in the Recycling program for the fourth quarter of 2018. See attached for further details.



January 11, 2018

City of Selah
115 W Naches Ave
Selah, WA 98942

Re: Recycle Data Report 2018

Attached you will find the recycling report for the fourth quarter of 2018. 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,

Francisco Alcalá

cc: Darrick Dietrich

Quarter 4, 2018

City of Selah
Recycling Statistics 2018

Size	October		November		December	
	Quantity	No. Customers	Quantity	No. Customers	Quantity	No. Customers
32 Gallon Cart	1	2	1	2	1	1
64 Gallon Cart	1	1587	1	1588	1	1586
	2	125	2	127	2	125
	3	2	3	2	3	2
	4	0	4	0	4	0
96 Gallon Cart	1	797	1	793	1	795
	2	74	2	75	2	75
64/96 Gallon Cart	1/1	10	1/1	10	1/1	11
	Total	2,597	Total	2,597	Total	2,595
No. Recycle Customers		1,576		1,584		1,588
Percent Participation		60.69%		60.99%		61.19%
Number Set-outs		1674		1212		1687
Percent Set-out		106.22%		76.52%		106.23%
Total Lbs.		37,200		26,940		38,340
Total Tons		18.60		13.47		19.17
Ave. Lbs./Set Out		22.222		22.228		22.727



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting	Action Item
1/22/2019	K – 1

Title: Approval of Minutes: January 8, 2019 Council Meeting

From: Monica Lake, Executive Assistant

Action Requested: Approval

Staff Recommendation:

Approval of Minutes

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

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
Council Minutes
January 8, 2019

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

A. Call to Order Mayor Raymond called the meeting to order at 4:00pm.

B. Roll Call

Members Present: Jacquie Matson; Rachael Glaspie; John Tierney; Roger Bell; Russell Carlson

Members Absent: Diane Underwood

Staff Present: Donald Wayman, City Administrator; Robert Noe, City Attorney; Dale Novobielski, Clerk/Treasurer; Rick Hayes, Police Chief; Gary Hanna, Fire Chief; Joe Henne, Public Works Director; Jeff Peters, Community Development Supervisor; Ty Jones, Public Works Utility Supervisor; Andrew Potter, Human Resources Manager; Treesa Morales, Recreation Manager; Monica Lake, Executive Assistant

C. Councilmember Absence – Motion to Excuse

Council Member Tierney moved, and Council Member Bell seconded, to excuse Council Member Underwood. By voice vote, approval was unanimous.

D. Pledge of Allegiance

Council Member Bell led the Pledge of Allegiance.

E. Invocation

Pastor Jason Williams gave the prayer.

F. Agenda Changes

Add: J – 1: Proclamation Declaring January 21, 2019 as Martin Luther King, Jr. Day of Service and Celebration

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

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

I. Communications

1. Oral

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

2. Written **None**

J. Proclamations/Announcements

1. Proclamation Declaring January 21, 2019 as Martin Luther King, Jr. Day of Service and Celebration

Mayor Raymond read the Proclamation.

K. Consent Agenda

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: December 11, 2018 Council Meeting
- * 2. Approval of Claims and Payroll:

Payroll Checks Nos. 82359 – 82372 for a total of \$220,191.65
Payroll Checks Nos. 82373 – 82397 for a total of \$281,163.11
Claim Checks Nos. 72305 – 72373 for a total of \$383,815.42
Claim Checks Nos. 72374 – 72423 for a total of \$165,505.52
Claim Checks Nos. 72424 – 72438 for a total of \$ 66,229.59

Council Member Tierney moved, and Council Member Glaspie seconded, approval of the Consent Agenda as read. By voice vote, approval was unanimous.

L. Public Hearings

1. Public hearing to consider amendments to Selah Municipal Code (SMC) Title 10 Zoning pertaining to regulation of land use and development in the City of Selah allowing for: 1. Additions to Table 10.28A Permitted, Administrative and Conditional Uses, and 2. Changes to Selah Municipal Code 10.34 Off-Street Parking and Loading updating the City of Selah's Table 34-1 Parking regulations

Community Development Supervisor Peters addressed L – 1. He stated that this was a hearing to consider amendments to Selah Municipal Code Title 10 pertaining to development regulation changes the permitted land use table, which controls what types of businesses can come into the City and where they can locate in the various zoning districts throughout the City, as well as changes to off street parking standards and loading standards table. He went on to explain that the parking and loading standards table identifies the different uses for both business purposes and residential developments,

such as required parking standards and the number of stalls required per square footage, which the Planning Commission held a number of meetings to discuss, modifying only one staff recommendation from two stalls per dwelling unit to one point five. He briefly reviewed the new permitted land use businesses and those that have been removed, and requested that they hold a Public Hearing.

Council Member Matson inquired as to the requirement for a two foot decorative wall, solid fence, or landscape screen in front of a business as listed on page three section ten point four point zero three zero.

Community Development Supervisor Peters responded that it wasn't a change that the Planning Commission recommended but was already in the code. He explained that most of the city of Selah's parking and land use regulations look like they were partially derived from other cities, as this was a requirement from the City of Yakima's code with the purpose of creating a sound or visual barrier to screen the parking lot to the parking units.

Council Member Matson asked why two feet.

Community Development Supervisor Peters answered that he wasn't sure where they came up with that as a number, adding that it wasn't an item they considered for this update.

Council Member Matson inquired if it had always been in there.

Community Development Supervisor Peters replied in the affirmative, adding that it looks like it was last amended in 2004.

Council Member Tierney remarked that one thing he can't find is the stipulation for the number of required handicapped parking spaces.

Community Development Supervisor Peters responded that it's in the ADA for the State of Washington.

Council Member Tierney asked for confirmation that it wasn't in Selah's code.

Community Development Supervisor Peters answered that he believes the City's parking standard refers to the State code, and when someone comes in with a new parking lot they look at the number of parking stalls and the State law standards. He noted that otherwise they would have to change the code every time the State changed theirs.

Council Member Tierney wondered if Selah's code makes reference to it.

Community Development Supervisor Peters replied in the affirmative.

Council Member Carlson expressed some concern regarding the change to one point five parking spaces for larger multi-unit residential housing, saying that to him it appears that increasing the number of units can reduce the number of parking spaces, in effect doubling units yet requiring the same number of parking spaces as a smaller multi-unit complex. He inquired as to the standard unit of measurement used in the scenario.

Community Development Supervisor Peters explained that the staff suggestion was based on observations of new developments and a standard of two per dwelling unit recommended to the Planning Commission, but the Commission felt with a lesser amount of units they wanted to go back to one point five, which was standard from other communities, rather than going with two. He noted that two was still required for a single family home.

Council Member Carlson commented that the adjustment he would make would be to create a consistency, as he found it hard to believe that one would double the dwelling units and keep same number of parking stalls, as that would increase on street parking, which creates its own issues. He requested consistency across the board.

Council Member Glaspie asked about the half space, whether they were rounding down or rounding up.

Community Development Supervisor Peters answered that they would round up.

Council Member Matson asked if the single family dwelling for three spaces and the double family dwelling for six spaces included garage space.

Community Development Supervisor Peters replied that they count the garage as a parking space, as did the Planning Commission when they when initially considered increasing them to three and six spaces.

Council Member Tierney expressed some confusion regarding off street parking spaces, reading aloud from the pertinent section before asking why they would ignore facilities who don't comply currently with the parking regulations by computing the number of additional spaces on the extent of the enlargement regardless of the number of existing spaces.

Community Development Supervisor Peters responded that what he read was existing code, and that it probably comes down to the fact that a previous council wanted to preserve the existing rights of those businesses that have legal nonconforming spaces, adding that a lot of the downtown core lacks sufficient parking spaces and probably wouldn't meet the new standard even if they expanded internally or externally

Council Member Tierney asked if that wasn't what they would use variances for.

Community Development Supervisor Peters answered yes and no, saying that they could do an administrative adjustment and just grant them a lesser parking standard, but this is trying to address existing circumstances that are already noncompliant by saying that if they decide to add on the City wouldn't make them go back and come into full compliance as they wouldn't have the room to construct additional parking stalls and a small addition to the business.

Council Member Carlson inquired if that applied to anyone in town.

Community Development Supervisor Peters replied in the affirmative.

Council Member Carlson asked if there was a provision for shared parking spaces between businesses.

Community Development Supervisor Peters replied that there is one presently in the Ordinance, and that they just approved a business yesterday with that. He added that one of the things they did do for the parking table was adapt and add different provisions and standards for mixed use centers to have a combined standard for all of that.

Council Member Matson read aloud a paragraph regarding parking areas in a residential zone, which stated that they should be separate from such property by a solid mason wall or wood fence, and inquired as to why it doesn't also list vinyl or chain link fence.

Community Development Supervisor Peters answered that it has been in there since the Ordinance was put together in 2004, explaining that the reason it's around existing residential districts or properties is that something like an apartment complex has a lot of density in a small area, with the potential for noises or traffic that could negatively effect a surrounding residential property.

Council Member Matson agreed with the need for fencing, adding that he simply wanted to clarify if vinyl or chain link would be acceptable.

Community Development Supervisor Peters responded that they would accept a chain link with slats as a standard to the wood fence.

Council Member Matson asked why all the standards on the table for parking minimums were set at nine feet except last one, which was set at ten feet.

Community Development Supervisor Peters replied that it's based upon angle, so if they increase the angle from ninety either direction they have to extend the length of the parking stall itself so that a person has appropriate backing distance out of the parking stall.

Council Member Matson wondered if that was existing also.

Community Development Supervisor Peters said that she was correct.

Mayor Raymond opened the Public Hearing. Seeing no one rise to speak, she then closed the Public Hearing.

M. General Business

1. New Business

a. Selection of Mayor Pro Tem for Calendar Year 2019

Council Member Matson moved, and Council Member Glaspie seconded, to appoint Council Member Tierney as Mayor Pro Tempore for Calendar Year 2019. Roll was called: Council Member Matson – yes; Council Member Glaspie – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Carlson – yes. By voice vote approval was unanimous.

2. Old Business **None**

N. Resolutions

1. Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract with SunRype Products (USA), Inc.

Public Works Director Henne addressed N – 1. He said that when he met with SunRype they requested to increase the discharge limits, as they were theoretically exceeding what was allowed in the existing contract and getting penalties from the Department of Ecology (DOE). He went on to say that they asked to increase from three hundred thousand gallons to three hundred ten thousand gallons per day, with the BOD going from twenty-four hundred pounds per day to twenty-eight hundred, and suspended solids from a thousand pounds to fourteen hundred pounds per day. He discussed the request with Ted Pooler and Wastewater Treatment Plant Supervisor LaRoche, and as they didn't feel it would have a detrimental effect on the treatment plant to flow at the additional strength, they revised the contract.

Council Member Tierney asked if it changed the rate of cost.

Public Works Director Henne answered that they are billed on flow, solids and BODs, and would be billed for the additional, adding that they do samples to determine the loadings.

Council Member Tierney inquired if they calculate how much there is going into the system or just charge a flat rate.

Public Works Director Henne responded that they discussed SunRype putting in their own sampler, a the Ordinance requires that they have one, and it would probably serve them better if they have their own sampler to better track the record of days and flows.

Council Member Carlson wondered if it would be appropriate to approve the contract subject to the installation of a sampler.

Public Works Director Henne replied that they didn't need to do so.

Council Member Carlson asked if the need for a sampler was a legal reason or a recommendation.

Public Works Director Henne answered that it was in the City's Ordinance for that type of facility to have one.

Council Member Carlson observed that they are currently non-compliant.

Public Works Director Henne agreed, saying that previous administration and the previous owner worked that particular non-compliant issue out.

Council Member Tierney asked if City staff were taking the sampling since SunRype isn't.

Public Works Director Henne responded in the affirmative.

Council Member Tierney inquired as to where they conduct the sampling.

Public Works Director Henne replied that they take them at pretreatment and sometimes at their facility.

Council Member Tierney wondered what kind of manpower time was involved.

Public Works Director Henne said maybe half a day total.

Council Member Tierney asked for confirmation that they are doing that for free.

Public Works Director Henne answered in the affirmative.

Council Member Bell expressed concern that they might overwhelm capacity by being low for a couple days then extremely high for a couple days while still being under the average.

Public Works Director Henne responded that tests are random, not on a set schedule.

Council Member Tierney asked how many times per month they test.

Public Works Director Henne replied that he doesn't remember.

Council Member Tierney remarked that they're talking almost a week's pay plus benefits to conduct those tests, and suggested that those costs should be passed along to SunRype.

Public Works Director Henne responded that he supposed they could pass that onto SunRype.

Council Member Tierney felt that if the City started billing them it would give them the incentive to install a sampler.

Public Works Director Henne agreed.

Council Member Carlson commented that it would be easy to do that by approving the contract subject to installation of the sampler, which would provide encouragement for them to move quickly on the sampler and eliminate that additional cost for the City.

City Administrator Wayman suggested that the more simple approach would be to change the language on the agreement with SunRype, as it might be a confusing signal to add the condition instead.

Public Works Director Henne commented that it could go either way.

Council Member Carlson moved, and Council Member Matson seconded, to not approve the Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract with SunRype Products (USA), Inc. and to send it back to SunRype Products (USA), Inc.

Council Member Tierney asked if they would still be dumping into the City's system if Council said no.

Public Works Director Henne answered that they would get penalized by the DOE.

Mayor Raymond wondered if the City would still test periodically once SunRype puts in their own sampler.

Public Works Director Henne replied in the affirmative, saying they would need to test at least annually.

Council Member Carlson inquired if they knew the fee assessed by the DOE.

Public Works Director Henne responded in the negative.

Council Member Carlson asked about the cost of the sampler.

Public Works Director Henne answered that it would be around ten thousand.

Council Member Carlson opined that they want to be careful to not encourage them to just pay the fines.

Council Member Tierney asked if he wanted a timeline on the motion.

Public Works Director Henne responded that the motion just cancels the contract presented.

Council Member Bell inquired if the contract has a term or if it's open-ended, as he felt it important for them to know how long it runs.

Public Works Director Henne answered that he thinks it's an ongoing contract.

Roll was called: Council Member Matson – yes; Council Member Glaspie – no; Council Member Tierney – yes; Council Member Bell – yes; Council Member Carlson – yes. Motion passed with four yes votes and one no vote.

2. Resolution authorizing the Public Works Director to sign a Water Quality Combined Financial Assistance Agreement WQC-2017-SelahPW-00101 with the Washington State Department of Ecology to assist in funding the City's Taylor Ditch Outfall Pollution Reduction project

Public Works Director Henne addressed N – 2. He said that this is a contract with the Department of Ecology (DOE) for funding for Taylor Ditch, outlining the specifics of the project as listed in the contract. He went on to say that delays have increased the cost from two hundred ninety-one thousand, one hundred seventy dollars to three hundred twenty thousand dollars, which has also increased the match amounts for both the City and the Selah School District. He finished by saying that DOE likes to see the Public Works Director sign the contract rather than the Mayor, and requested approval with the intent to start construction when school's out for the summer.

Council Member Tierney remarked that the AIS shows that the City's amount has increased to sixty thousand dollars.

Public Works Director Henne agreed that the number was correct.

Council Member Tierney inquired if the City and the Selah School District had those funds available.

Public Works Director Henne answered in the affirmative.

Council Member Tierney moved to approve the Resolution authorizing the Public Works Director to sign a Water Quality Combined Financial Assistance Agreement WQC-2017-SelahPW-00101 with the Washington State Department of Ecology to assist in funding the City's Taylor Ditch Outfall Pollution Reduction project.

Council Member Carlson asked what would happen if DOE came back and said there was no funding after the project had been started.

Public Works Director Henne replied that he doesn't know, but this is a formal contract rather than simply a letter of commitment.

Council Member Carlson recommended that Council Member Tierney emphasize in his motion the change that's incorrect on the AIS.

Public Works Director Henne commented that he didn't put a dollar amount in the Resolution.

Council Member Tierney observed that it shows on the second page.

Council Member Bell seconded to approve the Resolution authorizing the Public Works Director to sign a Water Quality Combined Financial Assistance Agreement WQC-2017-SelahPW-00101 with the Washington State Department of Ecology to assist in funding the City's Taylor Ditch Outfall Pollution Reduction project. Roll was called: Council Member Matson – yes; Council Member Glaspie – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

Council Member Tierney remarked that it would be nice to see that project completed.

Public Works Director Henne commented that there would be a lot going on this year between this project, the grind and overlay for North First Street and the East Goodlander project. He added that WSDOT would be doing a grind and overlay on South First Street from Southern to Jim Clemens Way, then jump to the Naches and Wenas intersection and grind out to the Y intersection, as well as replacing some of the wheelchair ramps.

Mayor Raymond asked when they would be doing the grind and overlay on Wenas.

Public Works Director Henne responded that he told them not to do it during Community Days, and would let them know when he had dates.

Council Member Tierney wondered if they were in any danger of having Federal monies withheld on any of these projects due to the Federal shutdown.

Public Works Director Henne responded that it was a good question.

City Administrator Wayman remarked that they don't have an answer to that.

Council Member Carlson asked if the Wenas grind and overlay would be done at the same time as the Goodlander project.

Public Works Director Henne answered in the affirmative, saying that it would be at night, which would help.

Council Member Bell inquired if they needed to assign someone to replace Council Member Dufault on the Finance Committee.

Mayor Raymond replied that it would be addressed at the next Council Meeting.

O. Ordinances

1. Ordinance amending Selah Municipal Code (SMC) Title 10 Zoning pertaining to regulation of land use and development in the City of Selah allowing for: 1. Additions to Table 10.28A Permitted, Administrative and Conditional Uses, and 2. Changes to Selah Municipal Code 10.34 Off-Street Parking and Loading updating the City of Selah's Table 34-1 Parking regulations

Community Development Supervisor Peters addressed O – 1. He said that this is the Ordinance approving the changes to parking standards as well as the permitted land use table, and reviewed the Planning Commission's changes to parking stall requirements for single family residential, two family dwellings, and multi-family dwelling units.

Council Member Matson did you say asked if he said two point five to two, or one point five.

Community Development Supervisor Peters responded that for three to four units it's recommended to go to two point five, while five or more units the Planning Commission recommended that they go back to one point five.

Council Member Carlson inquired as to the reason that single family wasn't the same as multi-family. .

Community Development Supervisor Peters explained the Planning Commissions' reasoning for a lesser standard for multi-family was that some units may be occupied by a single person with a single vehicle, while others may have all families. He suggested that Council either take them all up to two point five or take them all down to two.

Council Member Glaspie asked if garage spaces count for multi-family as well.

Community Development Supervisor Peters responded in the affirmative.

Council Member Carlson moved to approve the Ordinance but to make an adjustment to the multiple family dwelling to two point five across the board and keeping the single-family at three.

Council Member Glaspie asked for confirmation that he wanted two point five.

Council Member Carlson confirmed the number.

Community Development Supervisor Peters pointed out that it was two point two five.

Council Member Glaspie felt that two was adequate, as most would have a two car family, otherwise they would be taking up a lot of space with parking.

Council Member Tierney remarked that two point five makes sense to provide room for visitors too.

Council Member Carlson clarified that it was two point two five.

Council Member Matson asked if they were talking two point five per unit where it was currently one point five.

Community Development Supervisor Peters responded that the previous standard was one point five, and the recommendation was to increase three and four unit dwellings to two point five, and have five or more unit dwellings at one point five.

Council Member Matson wondered how that would be feasible for a complex that was all one bedroom units.

Community Development Supervisor Peters answered that they can't determine a family size based on apartment size.

Council Member Carlson didn't have a preference either way between two and two point two five, he simply wanted consistency for all multi-family dwellings.

Council Member Glaspie agreed.

Council Member Carlson deferred to Council Member Matson as to whether two or two point two five would be a more realistic number.

Council Member Matson responded that two point two five does make a difference/

Community Development Supervisor Peters opined that it would be a win for the City either way Council chose to go, as they would still be gaining over the previous one point five standard.

Council Member Carlson amended his motion to two per dwelling unit.

Council Member Glaspie seconded the motion.

Council Member Tierney asked if Council Member Carlson was referring to the recommendation on six or more units.

Council Member Carlson responded that he was talking about anything that's multiple family dwellings.

Council Member Tierney asked for confirmation that he wanted them all at two.

Council Member Carlson confirmed that he wanted them all set at two.

Community Development Supervisor Peters noted that it would be minus retirement centers.

Council Member Matson inquired if her fellow Council Members would like the single family and two family to go up.

Community Development Supervisor Peters responded that they already went up from two to three and four to six, respectively.

Council Member Matson asked why that was being done.

Community Development Supervisor Peters answered that it was the recommendation of the Planning Commission. .

Council Member Glaspie asked if they had something in the Ordinance for apartment complexes that have garages, like if a resident was using their garage for storage and parking on the street.

Community Development Supervisor Peters said that he wouldn't feel confident answering the question without doing some research on that section of the Ordinance.

Mayor Raymond asked what the final number was.

Council Member Carlson replied that the final number for his motion was two.

Roll was called: Council Member Matson – yes; Council Member Glaspie – yes; Council Member Tierney – yes; Council Member Bell – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Police Chief Hayes said that the Citizens Academy would be starting February 4 and run through April 22, inviting anyone who wished to attend to join them. He noted that they ended up with five hundred more case reports in 2018 than they had the year prior.

Mayor Raymond asked what time the meetings would be.

Police chief Hayes replied that they would be from 6:30 to 8:00pm.

Fire Chief Hanna said that they started recruit school last Wednesday, with six of their recruits and six from the Naches Fire Department, which is something they have done in the past.

City Administrator Wayman requested that he inform Council why he and the Mayor were invited to the Fire Commission meeting later that evening.

Fire Chief Hanna stated that they are looking ahead ten years into the future, to see how current finances affect them down the road, such as the significant change in insurance in December, and that they need to make changes to support the Fire Department into the future. He added that the Mayor and City Administrator would be meeting with the Fire Commissioners tonight for a discussion.

Mayor Raymond requested that he explain the difference between how they're funded versus other cities.

Fire Chief Hanna responded that in other cities the Fire Department is part of the General Fund, but Selah is unique in that they provide service to the Fire District and the City of Selah and receive funding from both. He added that it's a very unique but good relationship.

Mayor Raymond asked how many more calls they received last year.

Fire Chief Hanna said that in 2016 there were fifteen hundred fifty-one calls, and in 2018 they had seventeen hundred calls.

Council Member Tierney asked if most of those were aid.

Fire Chief Hanna replied that they did have a pretty significant fire season last year, but calls were predominantly medical stuff.

Council Member Carlson requested that he talk about the ten year projection and the time frame to make the change happen.

Fire Chief Hanna answered that they don't have one, and that's part of the reason why they want to have some dialogue on what they need and what will sustain.

Community Development Supervisor Peters spoke briefly about the Planning Department, saying that they have a lot of developers and others inquiring on multiple properties that are currently underdeveloped, and he is hopeful that they will see new developments coming the City's way this new year. He noted that Save-on Foods is done, and would be replaced by a tractor supply company and a

Grocery Outlet for the other half of the building. He went on to say that the building inspector has been busy with inspections, and that he would be bringing to Council a fee increase or establishment Ordinance to establish fee for the Critical Areas application process.

Public Works Director Henne spoke briefly about various projects the Public Works crew has been working on. He went on to say that he and Community Development Supervisor Peters met with WSDOT last month in their ongoing effort to move forward with the legwork for the intersection of Southern and First, and that he would be drafting a letter for the Mayor to sign saying they want to move forward with this. He mentioned that he would also like to take ten thousand of the twenty thousand set aside for the BUILD application match to get the information regarding traffic counts.

Council Member Carlson asked if he was just talking planning with regard to the intersection.

Public Works Director Henne responded that they have a process to go through, outlining what it entailed.

Council Member Tierney remarked that they have had issues in the past with businesses pushing snow into city rights of way, and wondered if they had sent notifications to these businesses regarding that.

Public Works Director Henne responded in the negative, noting that one of those businesses has claimed a former city administrator gave permission for that.

City Administrator Wayman commented that they cannot put snow there, asking if the Council Member was referring to Brian Harris.

Council Member Tierney said that it was more than Mr. Harris doing it.

Public Works Director Henne remarked that they would see if there was any snow out there tomorrow.

Council Member Carlson asked if there was some sort of fine for snow in the right of way.

Council Member Tierney observed that there's a littering ordinance, adding that the particular site at Southern and First gets so much snow, and is also a well-used bike route.

Public Works Director Henne replied that he has a code enforcement officer he can sic on them.

City Administrator Wayman stated that they would deal with any snow where it shouldn't be.

Clerk/Treasurer Novobielski said that he was in the process of closing the books for 2018 and would have it completed and uploaded to the website before the next Council Meeting. He noted that the 2019 budget has also been uploaded for viewing.

Council Member Carlson inquired about a 2019 sales tax update.

Clerk/Treasurer Novobielski responded that he didn't have one for 2019 but reviewed the December amounts for both 2017 and 2018.

Recreation Manager Morales said that the City's centennial is coming up in April and there would be an event on that date. She spoke about trying each year to get people around to all of the different parks, and the need to continue improvements on Volunteer Park as listed in the original agreement with RCO.

Council Member Glaspie asked if there would be a spot where people can rent things.

Recreation Manager Morales said that they haven't yet narrowed that down.

City Administrator Wayman noted that a condition of approval is that they can't have any tournaments within the park.

Recreation Manager Morales talked about how the park has to remain a passive park, which the Volunteer Park committee has been discussing along with whether to put in a gazebo type structure, and that their total request for the 2019 budget would be an expenditure of sixty thousand dollars.

Council Member Carlson inquired about opportunities for young men working on Eagle Scout projects that could save the City some money.

Recreation Manager Morales responded that she would assume there are some things they could help with, as they have definitely done in the past. She said that they've been cleaning upstairs at the Civic Center and ran across a number of shirt and jerseys that aren't usable, which they would like to give to a local church sending a group of kids on a mission trip.

Council Member Tierney wondered if there would be interest in maybe taking one jersey of each and displaying them to show events from the past, like at a sports bar or someplace else. He added that he has no objection to sending them but felt it would be nice to have some memorabilia for people to see.

City Attorney Noe commented that they would need to have a Resolution surplusing the items.

City Administrator Wayman stated that they would bring one to the next meeting.

City Attorney Noe had no report but wished Council Member Glaspie the best of luck.

2. Council Members

Council Member Matson had no report beyond saying that there would be a Volunteer Park committee meeting tomorrow.

Council Member Glaspie announced that she would be resigning her position as a Council Member after tonight, as her family is relocating outside of the city limits. She thanked everyone for a great year, saying that she learned so much and appreciates the patience given to her.

Council Member Tierney had no report, but thanked Council Member Glaspie for her contribution to the Council and community, wishing her the best.

Council Member Bell thanked Council Member Glaspie for sitting on the SPRSA board and wished her good luck.

Council Member Carlson thanked Council Member Glaspie for being on the Council, saying that he's grateful for everyone who serves.

3. City Administrator

City Administrator Wayman wished the best to Council Member Glaspie. He reviewed the procedure for interviews at the next meeting, which would start with a random drawing to determine the interview order, then each candidate would be given three minutes to discuss why they should be a Council Member, followed by a series of questions asked by the Mayor, and then each Council Member given an opportunity to ask one question and one follow up question. He said that the study session for interviews would start at three, with a break between that and the Council Meeting following, with an executive session at the beginning of the Council Meeting to discuss the candidates followed by nominations once Council is back on the record.

Council Member Carlson asked for confirmation that the study session would start at 3pm, as the Council Meeting is at 5:30pm.

City Administrator Wayman responded in the affirmative, saying that it would be a two and a half hour study session for interviews.

Council Member Tierney wondered if they could call the interview process a personnel matter closed to the public and do them one at a time.

City Attorney Noe replied that there is a provision in the law for executive sessions to discuss candidate qualifications, but interviews have to be done in open meetings.

4. Boards **None**

5. Mayor

Mayor Raymond stated that the next Centennial meeting would be next Thursday at 4pm in the conference room. She thanked the Public Works crew for an awesome year making the City safe and clean, and noted that the Police Department once again won the Christmas contest amongst departments.

P. Executive Session **None**

Q. Adjournment

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

The meeting adjourned at 5:36pm.

Sherry Raymond, Mayor

John Tierney, Council Member

Roger Bell, Council Member

Russell Carlson, Council Member

Diane Underwood, Council Member

Rachael Glaspie, Council Member

Jacquie Matson, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting	Action Item
1/22/2019	K – 2

Title: Claims & Payroll

From: Monica Lake, Executive Assistant

Action Requested: Approval

Staff Recommendation:

Approval of Claims & Payroll as listed on Check Registers.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: See Check Registers

Funding Source: See 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

1/22/2019

M – 1a

Title: Board and Committee Assignments for calendar year 2019

From: Sherry Raymond, Mayor

Action Requested: Approval

Staff Recommendation:

Select Council Members for various boards and committees

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: Each year the Council Members are assigned to represent the City on various boards and committees

Recommended Motion: Select Council Members for all boards and committees and approve the final list for 2019

City of Selah Boards and Committees 2018 Assignments

1. Finance Committee
 - Russell Carlson
 - Jeremie Dufault
 - Jacquie Matson
2. Parks & Recreation Board
 - Diane Underwood
3. Lodging Tax Advisory Committee (LTAC) & Tourism Promotion Area (TPA)
 - John Tierney
4. Yakima Valley Conference of Governments (YVCOG)
 - Russell Carlson
 - Jacquie Matson (alternate)
5. Yakima Valley Visitors & Convention Bureau (YVVCB)
 - John Tierney
6. Selah Parks & Recreation Service Area Board (SPRSA)
 - Roger Bell
 - Rachael Glaspie
7. Fire Commissioners Board and Volunteer Firefighters Board
 - Mayor Raymond
 - Roger Bell
8. Selah Chamber of Commerce
 - Roger Bell
9. Selah School District
 - Diane Underwood
 - Roger Bell
10. Gang Commission
 - John Tierney
11. Naches-Selah Irrigation District Voting Member
 - Mayor Raymond
12. Selah Downtown Association
 - Russell Carlson

City of Selah Boards and Committees Assignments

1. Finance Committee
 -
 -
 -
2. Parks & Recreation Board
 -
3. Lodging Tax Advisory Committee (LTAC) & Tourism Promotion Area (TPA)
 -
4. Yakima Valley Conference of Governments (YVCOG)
 -
 -
5. Yakima Valley Visitors & Convention Bureau (YVVCB)
 -
6. Selah Parks & Recreation Service Area Board (SPRSA)
 -
 -
7. Fire Commissioners Board and Volunteer Firefighters Board
 - Mayor Raymond
 -
8. Selah Chamber of Commerce
 -
9. Selah School District
 -
 -
10. Gang Commission
 -
11. Naches-Selah Irrigation District Voting Member
 - Mayor Raymond
12. Selah Downtown Association
 -



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
1/22/2019 M – 1c

Title: Approval to Install Power and Pedestals in the grass strip of the west parking lot of Civic Center

From: Joe Henne, Public Works Director

Action Requested: Approval

Staff Recommendation:

To approve Public Works to have power and pedestals installed in the new grass strip at the west parking lot at the Civic Center.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$15,000.00

Funding Source: 118 000 094 594 75 63 00

Background / Findings & Facts: Additional parking was constructed for a park and ride at the Civic Center. In the west parking the parking stall layout created an island. It was decided to install grass in that island. Before Public Works completes the installing of the Irrigation system and grass in the newly constructed island, Public Works wishes to have power pedestals installed for future events. If approved a budget adjustment will be coming.

Recommended Motion: Authorize the installation of power for future events.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
1/22/2019 N – 1

Title: Resolution Declaring Parks & Recreation Property (Expired Youth Sports Jerseys) as Surplus and Authorizing Disposition of the Same

From: Treesa Morales, Recreation Manager

Action Requested: Approval

Staff Recommendation:

The City of Selah Staff recommends the approval for suprlusing old youth sports jerseys as they cannot be reused in future seasons due to dates or expired logos

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: An excess of 200+ youth sports jerseys have been located in the upstairs storage at the Civic Center. Collected over the last 10 or more years, these serve no future use to the City of Selah.

Recommended Motion: Approval of Resolution Declaring Parks & Recreation Property (Expired Youth Sports Jerseys) as Surplus and Authorizing Disposition of the Same

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION DECLARING PARKS & RECREATION PROPERTY
(EXPIRED YOUTH SPORTS JERSEYS) AS SURPLUS AND
AUTHORIZING DISPOSITION OF THE SAME

WHEREAS, the Recreation Director and the City of Selah have evaluated the benefit of keeping old youth sports jerseys; and,

WHEREAS, the Recreation Director and the City of Selah have deemed this property void of value as the Parks and Recreation Department cannot reuse these jerseys for future sports due to date or logo; and,

WHEREAS, the Parks and Recreation Department requests approval from the Council to donate the jerseys to a local missions group going to Central America for dispersal among the children and families they will be serving.

NO THEREFORE, BE IT RESOVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the identified expired youth sports jerseys be surplused and donated to Selah Covenant Church for youth missions.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 22nd day of January, 2019.

Sherry Raymond, Mayor

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
1/22/2019 N – 2

Title: Resolution authorizing the Mayor to sign Task Order 2019-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design services for the North First Street Sidewalk Improvements Project

From: Joe Henne, Public Works Director

Action Requested: Approval

Staff Recommendation:

Staff is requesting the City Council authorize the Mayor to sign Task Order 2019-02 between the City of Selah and HLA Engineering and Land Surveying Inc., regarding the General Agreement to provide Engineering Design services for the North First Street Sidewalk Improvements Project.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$4,500.00.

Funding Source: 111.000.095.595.30.63.35

Background / Findings & Facts: The City of Selah has received funding from the Washington State Transportation Improvement Board for resurfacing outside travel lanes on North First Street from Fremont Avenue to Goodlander Rd, including ADA ramp improvements. The City would like to reconstruct approximately 200 linear foot section of failing curb, gutter and sidewalk in the same location as the resurfacing project. Sidewalk improvements will coincide with the City's North First Street Resurfacing Improvement project and the project will be bid and constructed under one contract.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Recommended Motion: To authorize the Mayor to sign Task Order 2019-02 between the City of Selah and HLA Engineering and Land Surveying Inc.

RESOLUTION NO. _____

Resolution authorizing the Mayor to sign Task Order 2019-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design services for the North First Street Sidewalk Improvements Project.

WHEREAS, The City of Selah has received funding from the Washington State Transportation Improvement Board for resurfacing outside travel lanes on North First Street from Fremont Avenue to Goodlander Rd, including ADA ramp improvements; and

WHEREAS, The City would like to reconstruct approximately 200 linear foot section of failing curb, gutter and sidewalk in the same location as the resurfacing project. The Sidewalk improvements will coincide with the City's North First Street Resurfacing Improvement project; and

WHEREAS, the City of Selah currently uses HLA Engineering and Land Surveying, Inc. for professional civil engineering and consulting work; and

WHEREAS, the City of Selah wishes to engage HLA via task order for the Engineering Design services for the North First Street Sidewalk Improvements Project; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign Task Order No 2019-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design Services for the North First Street Sidewalk Improvements project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 22th day of January 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney



*** TRANSMITTAL ***

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

Date: January 7, 2019

Project No.: 19028E

To: City of Selah
222 S. Rushmore Road
Selah, WA 98942

Attention: Joe Henne
Public Works Director

From: Stephen S. Hazzard, PE

Re: North First Street Sidewalk Improvements
Task Order No. 2019-02

We are sending you the attached following items:

Two (2) Signed Original Task Orders

Comment:

Joe:

Attached for your review and consideration are two (2) signed originals, Task Order No. 2019-02 for the North First Street Sidewalk Improvement project. The intent is to design and construct the proposed project with the TIB resurfacing project on North First Street.

Please execute the Task Orders, and return one signed original to our office.

We very much appreciate the opportunity to work with you and serve the City of Selah. If you have any questions or need additional information, please contact me.

Copy to: File

Signed: 

TASK ORDER NO. 2019-02

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

North First Street Sidewalk Improvements

HLA Project No. 19028E

The City of Selah (CITY) has received funding from the Washington State Transportation Improvement Board for resurfacing outside travel lanes on North First Street from Fremont Avenue to Goodlander Road, including ADA ramp improvements. The CITY would like to reconstruct approximately 200 linear foot section of failing curb, gutter, and sidewalk in the same location as the resurfacing project. Sidewalk improvements will coincide with the CITY's North First Street Resurfacing Improvement project and the projects will be bid and constructed under one contract.

Engineering design work will begin immediately following Task Order approval. Construction is anticipated to occur in 2019.

SCOPE OF SERVICES:

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering services for the North First Street Sidewalk Improvements project (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) to consist of constructing curb, gutter, and sidewalk improvements. Services will also include advertising and bidding services, recommendation of contract award to the lowest responsible bidder, and engineering services during construction.

HLA shall provide the following services:

PHASE 1 – ENGINEERING DESIGN AND FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

1. Call for utility locates prior to survey and perform topographic survey of the PROJECT area.
2. Prepare site topographic survey in AutoCAD format showing field located improvements and utilities.
3. Attend one (1) design meeting with the CITY to obtain input regarding existing and proposed improvements.
4. Prepare complete plan set, including plan sheets with construction notes and plan details.
5. Prepare final construction cost estimate.
6. Prepare final PROJECT specifications.
7. Submit final documents to the CITY for review and approval.
8. Transmit plans to dry utility companies, including power, cable, natural gas, and telephone to advise them of pending construction.
9. Incorporate CITY review comments, and provide final construction documents for bidding approval.

10. Prepare advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees to be paid by the CITY.
11. Provide contract documents to potential bidders, as requested, and maintain plan holders list.
12. Prepare up to two (2) addenda to contract documents.
13. Answer questions during bidding from prospective bidders.
14. Attend PROJECT bid opening, check and tabulate bids, and make recommendation of award to lowest responsible bidder.

PHASE 2 – ENGINEERING SERVICES DURING CONSTRUCTION

1. Following award of the Contract by the CITY, prepare Notice of Award to the Contractor.
2. Assist in reviewing bond and insurance, and prepare contracts.
3. Coordinate and conduct preconstruction conference followed by issuance of Notice to Proceed.
4. Furnish the field survey crew necessary to set horizontal and vertical control for the improvements authorized for construction.
5. Provide staking for construction, including structures, curb and gutter, sidewalk, and subgrade elevations.
6. Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT specifications.
7. Attend construction meetings associated with civil improvements, anticipated once per week during the duration of the improvements.
8. Furnish a qualified resident engineer who shall make construction observations, and be on the PROJECT site at all times significant work is in progress, whose sole duty shall be to provide surveillance of construction for substantial compliance with plans and specifications.
9. Prepare construction progress reports for the days during which a resident engineer is present.
10. Recommend progress payments for the Contractor to the CITY.
11. Prepare and submit proposed contract change orders when applicable.
12. Conduct final inspection and prepare list of items to be corrected, and provide to the CITY.
13. Prepare record drawings of civil-related improvements based on the Contractor's as-built plans.

PHASE 3 – ADDITIONAL SERVICES

1. Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY

1. Provide full information as to CITY requirements of the PROJECT.
2. Pay for PROJECT advertising, notices or other publication as may be required by the funding source.

3. Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.

TIME OF PERFORMANCE:

Following authorization to proceed, HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

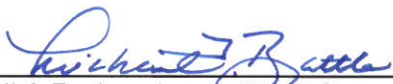
1. Completion of plans, specifications, opinion of cost, and bidding services within sixty (60) working days following authorization to proceed.
2. It is estimated construction of improvements will be completed within twenty (20) working days following award of the contract and notice to proceed.
3. Time for completion of work directed by the CITY under Additional Services shall be negotiated and mutually agreed upon at the time of service request by the CITY.

FEE FOR SERVICE:

All work for Design Engineering Services shall be performed for the Lump Sum fee of \$4,500.00.

Engineering Services During Construction shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$4,500.00. If the Contractor is granted additional working days beyond those identified in the Time of Performance then work shall be considered Additional Services.

Additional Services, as directed/authorized by the CITY, shall be completed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses.

Proposed:  1/7/2019
 HLA Engineering and Land Surveying, Inc. Date
 Michael T. Battle, President

Approved: _____ Date _____
 City of Selah
 Sherry Raymond, Mayor



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting	Action Item
1/22/2019	N – 3

Title: Resolution authorizing the Mayor to sign a Washington State Transportation Improvement Board Consulting Agreement between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide consultant services for the North First Street Resurfacing (FY 2020 Overlay Project).

From: Joe Henne, Public Works Director

Action Requested: Approval

Staff Recommendation:

Staff is requesting the City Council authorize the Mayor to sign a Washington State Transportation Improvement Board Consulting Agreement between the City of Selah and HLA Engineering and Land Surveying Inc., regarding the General Agreement to provide consultant services for the North First Street Resurfacing Project.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$33,370.00

Funding Source: 111.000.095.595.30.63.40

Background / Findings & Facts: The City of Selah, with the financial assistance (grant) from the Washington State Transportation Board (TIB), desires to improve North First Street from Fremont Avenue to Goodlander Road, a Length of approximately 0.63 miles. This project will grind 0.17', conduct pavement repair as required and overlay 0.17' on the outside travel lanes only.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Recommended Motion: To authorize the Mayor to sign the Washington State Transportation Improvement Board (TIB) Consulting Agreement between the City of Selah and HLA Engineering and Land Surveying Inc.

RESOLUTION NO. _____

Resolution authorizing the Mayor to sign a Washington State Transportation Improvement Board Consulting Agreement between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide consultant services for the North First Street Resurfacing (FY 2020 Overlay Project).

WHEREAS, the City of Selah has received funding from the Washington State Transportation Improvement Board (TIB) for resurfacing the outside lanes on North First Street from Fremont Avenue to Goodlander Road; and

WHEREAS, the City of Selah currently uses HLA Engineering and Land Surveying, Inc. for professional civil engineering and consulting work; and

WHEREAS, the City of Selah wishes to sign a TIB consulting agreement with HLA for the North First Street Resurfacing project; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign a TIB consulting agreement between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Consultant Services for the North First Street Resurfacing project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 22th day of January 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 3-E-182(004)-1	PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction
PROJECT TITLE & WORK DESCRIPTION City of Selah - North First Street Resurfacing (FY 202 Overlay Project) - HLA Project No. 19026E The City of Selah, with financial assistance (grant) from the Washington State Transportation Improvement Board (TIB), desires to improve North First Street from Fremont Avenue to Goodlander Road, a length of approximately 0.63 miles. This project will grind 0.17', conduct pavement repair as required, and overlay 0.17' on the outside travel lanes only. No separate geotechnical analysis, or storm drainage will be completed since this project will remain within the limits of the existing gutter line. Pavement markings and signing will (or will not) be provided. Unless otherwise directed by and approved by the City and the TIB, the project will be designed in conformance with the TIB grant application (FY 2020 projects). It is anticipated that a historical and cultural survey will not be required. As such, services have not been included in the agreement.	
CONSULTANT NAME & ADDRESS HLA Engineering and Land Surveying, Inc. 2803 River Road, Yakima, WA 98902	
AGREEMENT TYPE (check one)	
<input checked="" type="checkbox"/> LUMP SUM \$33,370.00 <input type="checkbox"/> COST PLUS FIXED FEE	
<div style="text-align: right;">OVERHEAD PROGRESS PAYMENT RATE _____ %</div> <div style="text-align: center;">OVERHEAD COST METHOD</div> <div style="text-align: right;"> <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Rate _____ % </div> <div style="text-align: center;">FIXED FEE \$ _____</div>	
<input type="checkbox"/> SPECIFIC RATES OF PAY	
<input type="checkbox"/> COST PER UNIT WORK	
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %
COMPLETION DATE 12/31/2019	MAXIMUM AMOUNT PAYABLE \$33,370

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 between the City of Selah, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



**III
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

**V
PAYMENT**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

**VII
EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in



Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

**IX
 TERMINATION OF AGREEMENT**

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANTs obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANTs noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANTs failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCYs concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT



for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X
 CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
 DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
 VENUE, APPLICABLE LAW AND
 PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
 LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
 EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.



- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

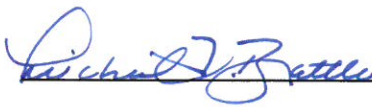
**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By  By _____

Consultant HLA Engineering and Land Surveying, Inc. City of Selah

EXHIBIT A-1 Certification of Consultant

Project No. 3-E-182(004)-1	City/County City of Selah
--------------------------------------	-------------------------------------

I hereby certify that I am Michael T. Battle a duly authorized representative of the firm of HLA Engineering and Land Surveying, Inc., whose address is 2803 River Road, Yakima, WA, 98902 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

1/7/2019
 Date


 Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Selah, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B-1 Scope of Work

Project No.

3-E-182(004)-1

Describe the Scope of Work

Design Engineering Services

- A. Provide project updates and related administrative documents to the City and others as needed/requested.
- B. A topographical site survey may be conducted to provide sufficient detail needed to support design of the project, including obvious utility structures, hydrants, valves, vertical and horizontal controls, etc. Records of survey, plat maps, assessor maps, etc. will be acquired as required for establishing right-of-way and identifying right-of-way (centerline and edges).
- C. Perform preliminary design and present preliminary plans to the City at 60% complete and 90% complete.
- D. Prepare and submit final (100%) Plans, final (100%) Specifications, and cost estimate incorporating all previous and pertinent information from the City and/or funding agency review comments.
- E. Assist the City with securing approval from necessary governmental authorities with jurisdiction over design criteria applicable to the Project.
- F. Prepare TIB Bid Authorization Form.
- G. Prepare bid advertisement and distribute to the City's paper of record and one other publication as directed by the City.
- H. Furnish electronic (PDF) and ten (10) copies of the final Plans and Specifications for bidding.
- I. Answer bid inquiries during bid phase, including written clarification and addenda as necessary.
- J. Attend and participate in the bid opening.
- K. Review bids tendered and check references of responsible, qualified low bidder.
- L. Prepare tabulation of all bids received by the City, review bidder's qualifications, and transmit Engineer's "Letter of Recommendation for Award."
- M. Prepare TIB updated Cost Estimate (UCE) following bid opening.

Excluded:

- A. Staking actual right-of-way or property lines.
- B. Filing easement or record survey.
- C. Right-of-way acquisition or real estate purchase.
- D. Environmental studies. (SEPA, EO 05-05, etc.)
- E. Geotechnical site investigation and reports.
- F. Our fees do not include the cost of publication of advertisement

Documents to be Furnished by the Consultant

- A. Required documents for funding agency.
- B. 60% preliminary plans.
- C. 90% preliminary plans, specifications, and cost estimate.
- D. 100% final plans, specifications, and cost estimate.
- E. Prepare bid advertisement and distribute to newspapers as directed by the City. Our fees do not include the cost of advertisement publication.
- F. TIB bid authorization form.
- G. Furnish electronic (PDF) and ten (10) copies of the final Plans and Specifications for bidding.
- H. Engineer's estimate and bid opening tabulation summary.
- I. Letter of Recommendation for Award.
- J. Notice of award letter to the lowest responsible bidder.
- K. TIB updated cost estimate form.

EXHIBIT C-1

Payment

(Lump Sum)

A. Lump Sum Agreement

Payment for all consulting services for this project shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

The maximum amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed and are not to be more frequent than one (1) per month.

C. Final Payment

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT contingent upon receipt of all PS&E, plans, maps notes, reports, and other related documents which are required to be furnished under the AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY and/or the TIB for a period of three years after final payment the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by HLA Engineering and Land Surveying, Inc. 2803 River Road, Yakima, WA 98902				Date 1/3/2019	
Project City of Selah - North First Street Resurfacing (FY 2020 Overlay Project) - 19026E					
Negotiated Rates					
Classification	Man Hours		Rate		Cost
Senior Principal Engineer	8	x	\$208.00	=	\$1,664.00
Licensed Professional Engineer	80	x	\$170.00	=	\$13,600.00
Licensed Professional Land Surveyor	8	x	\$155.00	=	\$1,240.00
Land Surveyor	24	x	\$116.00	=	\$2,784.00
CAD Technician	80	x	\$123.00	=	\$9,840.00
Word Processing Technician	24	x	\$81.00	=	\$1,944.00
Contract Administrator	16	x	\$128.00	=	\$2,048.00
		x		=	
TOTAL NEGOTIATED COST					\$33,120.00
REIMBURSABLES					
Mileage (104 miles x \$0.58/mile)					\$60.32
Printing/Plotting/Postage					\$190.00
GRAND TOTAL					\$33,370.32



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
1/22/2019 N – 4

Title: Resolution authorizing the Mayor to sign an amended Water Facility Development Contract (Latecomer Reimbursement) Agreement between NCW, LLC (formerly Goodlander Holdings, LLC) and the City of Selah.

From: Jeff Peters, Community Development Supervisor

Action Requested: Approval

Staff Recommendation:

Approval

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: On December 22, 2009, the City of Selah and NCW, Development, LLC entered into a Latecomer Agreement for the extension of water service to serve the plat of “Valhalla Heights”. The agreement provided for partial reimbursement of the cost of serving the Valhalla Height’s Subdivision less Zone 6 improvements. The latecomer agreement provided that the Zone 6 improvements could be partially recouped through an amendment to the 2009 latecomer agreement or separate agreement. Following completion of the Valhalla Heights Zone 6 water system improvements, NCW Development, LLC requested an amendment to the Valhalla Heights Water System Reimbursement Agreement on December 3, 2018. In accordance with RCW 35.91, the city established a benefit area and the cost (\$1,100,838.44 or \$15,037.54 per Equivalent Residential Unit) associated with the latecomer’s agreement as shown in Exhibit “C”. All



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



identified property owners were sent a certified letter on December 21, 2018, providing the owners a map of the benefit area, individual latecomer costs, and the right to request a public hearing. No request for hearing were received prior to the January 10, 2019 deadline. Therefore, as no request for hearings have been received, the City Community Development Department has submitted the attached amended latecomer agreement and resolution for the City Council's consideration.

Recommended Motion: I recommend that the City Council pass the accompanying resolution authorizing the Mayor to sign the amended latecomer agreement between the City of Selah and NCW Development, LLC.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDED WATER FACILITY DEVELOPMENT CONTRACT (LATECOMER REIMBURSEMENT) AGREEMENT BETWEEN THE CITY OF SELAH AND GOODLANDER HOLDINGS, LLC (NCW DEVELOPMENT, LLC)

WHEREAS, NCW Development, LLC (developer) installed water facilities to serve the final plat titled “Valhalla Heights” in accordance with their approved engineering plans; and

WHEREAS, the developer requested that the City of Selah implement a Latecomer Agreement to partially recoup the cost of the installation of the water facilities following plat approval; and

WHEREAS, the City of Selah and NCW Development, LLC entered into a Water System Reimbursement Agreement (Latecomer Reimbursement Agreement) to serve the plat of “Valhalla Heights” in December 22, 2009; and

WHEREAS, said agreement provided for partial reimbursement of the “Valhalla Heights “water system improvements less the costs of the Zone 6; and

WHEREAS, the City of Selah and NCW Development, LLC amended the Latecomer Agreement in July 27, 2017, extending the term of the agreement to 20 years in accordance with state law; and

WHEREAS, the 2009 agreement also provided that the water system improvement costs for Zone 6 are intended to be reimbursed pursuant to an amendment to the Valhalla Heights Water System Reimbursement Agreement or later reimbursement agreement; and

WHEREAS, NCW Development, LLC has completed the water system for Zone 6 and has requested amendment of the reimbursement agreement for Zone 6 improvements on December 3, 2018, which total \$1,100,838.44 or \$15,037.54 per Equivalent Residential Unit; and

WHEREAS, in accordance with RCW 35.91 the property owners within the benefit area shown in Exhibit “A” and legally described in Exhibit “C” of the attached amended “Latecomer Agreement” where sent a certified letter on December 21, 2018, providing the subject property owners the right to request a public hearing; and

WHEREAS, no requests for public hearing were received from the notified property owners, the amended Latecomer Agreement may now be considered by the city council without a public hearing; now, therefore,

BE IT HEREBY RESOLVED that the City Council of the City of Selah, Washington approves the amended Latecomer Reimbursement agreement for the installation of water facilities within the “Valhalla Heights Subdivision” “Zone 6” for NCW Development, LLC, and the Mayor is hereby authorized to sign the aforementioned agreement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 22nd day of January 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney

Resolution No. _____

Return Address:

Mr. Peter S. Spadoni
Jeffers, Danielson, Sonn & Aylward, P.S.
2600 Chester Kimm Road
P.O. Box 1688
Wenatchee, WA 98807-1688

**SECOND AMENDMENT TO VALHALLA HEIGHTS
WATER SYSTEM REIMBURSEMENT AGREEMENT**

Grantors/Grantees: City of Selah, a Washington municipal corporation, and NCW Development, LLC, a Washington limited liability company, successor in interest to Goodlander Holdings, LLC

Legal Description (abbreviated): Ptns. Sec. 26, 27 and Sec. 35, T. 14 N., R. 18, E.W.M., Yakima County, Washington. Additional legal on Pages 6 - 11 (Exhibits A and B).

Assessor's Tax Parcel ID#: 181426-32400, 181426-33406, 181426-33407, 181426-33408, 181426-33461, 181426-33462, 181426-33419, 181426-33420, 181426-33421, 181427-41430, 181427-41405, 181427-41406, 181427-41407, 181427-41408, 181427-41409, 181427-41410, 181427-41411, 181427-41412, 181427-41413, 181427-41414, 181427-41415, 181427-41416, 181427-41417, 181427-41418, 181427-41419, 181427-41420, 181427-41421, 181427-41422, 181427-41423, 181427-41424, 181427-41425, 181427-41426, 181427-41427, 181427-41428, 181427-41429, 181426-33438, 181426-33458, 181426-33459, 181426-33460, 181426-33445, 181426-33446, 181426-33447, 181426-33448, 181426-33449, 181426-33450, 181426-33451, 181426-33452, 181426-33453, 181426-33454, 181426-33455, 181426-33456, 181426-33457, 181427-44402, 181427-44403, 181427-44404, 181427-44405, 181427-44406, 181427-44407, 181427-44408, 181427-44409, 181427-44410, 181427-44411, 181427-44412, 181427-44413, 181427-44414, 181427-44415, 181427-44416, 181426-32401, 181426-32402

Reference Number of Agreement Amended: 7928456, 7952634 and 7959859

Parties

1.1 City. CITY OF SELAH, a Washington municipal corporation ("City").

1.2 NCW/Goodlander. NCW DEVELOPMENT, LLC, a Washington limited liability company, successor in interest to Goodlander Holdings, LLC ("NCW/Goodlander").

Prior Documents

2.1 Agreement. That Valhalla Heights Water System Reimbursement Agreement dated effective December 22, 2009, covering that property described on the attached Exhibit A.

1 2.2 First Amendment. That Amendment to Valhalla Heights Water System
2 Reimbursement Agreement recorded July 27, 2017, under Yakima County Auditor's No. 7952634 and
3 re-recorded October 9, 2017, under Yakima County Auditor's No. 7959859, extending the term of the
4 Agreement to twenty (20) years.

5 **Property Description**

6 3.1 Zones 4 and 5. The real property within pressure Zones 4 and 5 and affected
7 by the Agreement is legally described on the attached Exhibit A.

8 3.2 Zone 6. The real property within pressure Zone 6 and affected by the
9 Agreement and this Second Amendment is legally described on the attached Exhibit B and depicted
10 on the map attached as Exhibit C.

11 **Amendment**

12 4.1 Amendment. The parties agree to amend the Agreement upon the terms
13 and conditions set forth below.

14 4.1.1 Zone 6 Reimbursable Amount. Section 10 of the Agreement
15 provided for future reimbursement of water system improvement costs that had not yet been completed
16 at the time of the Agreement, which future water system improvements would be constructed and
17 allocated to serve the benefited property within pressure Zone 6. The additional water system
18 improvements to serve Zone 6 have been completed, and NCW/Goodlander certifies to the City that
19 the total amount of \$924,106.44 is the true and correct actual cost of such additional water system
20 improvements to serve Zone 6, which \$924,106.44 is in addition to the Zone 6 Base Cost of
21 \$667,219.06 set forth in Section 10 of the Agreement.

22 4.1.2 The parties hereby agree that such water system improvements are
23 Reimbursable Facilities of the benefited property within Zone 6, and that the total amount of such costs
24 includes the Zone 6 Base Cost plus the additional water system improvement costs, which are
25 reimbursable costs from Zone 6 payable to NCW/Goodlander, is the sum of \$1,591,325.50 (the "Zone

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I CERTIFY that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and said person
acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to
execute the instrument and acknowledged it as the _____ of
the CITY OF SELAH, a Washington municipal corporation, to be the free and voluntary act of such
parties for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2018.

Typed/Printed Name _____
NOTARY PUBLIC
In and for the State of Washington
My appointment expires _____

"NCW/GOODLANDER"

NCW DEVELOPMENT, LLC
A Washington Limited Liability Company
successor in interest to Goodlander Holdings, LLC

By 
Bradley E. Selland, Manager

Date _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

I CERTIFY that I know or have satisfactory evidence that BRADLEY F. SELLAND is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Manager of NCW DEVELOPMENT, LLC, a Washington limited liability company, successor in interest to GOODLANDER HOLDINGS, LLC, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED this 13th day of November, 2018.



M K Riley
Typed/Printed Name _____
NOTARY PUBLIC
In and for the State of Washington
My appointment expires 5/23/19

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT A

PRESSURE ZONE 5

Parcel A - Tax Parcel No. 181426-32400:

Portion of Lot 1 of Short Plat No. 88-54, as recorded under Auditor's File No. 2828343, records of Yakima County, Washington.

Parcel B - Tax Parcel No. 181426-31400:

Portion of Lot 3 of Short Plat No. 88-54, as recorded under Auditor's File No. 2828343, records of Yakima County, Washington.

Parcel C - Tax Parcel No. 181426-33400:

Portion of Tract B, Phase I, Plat of Vahalla Heights, as recorded under Auditor's File No. 7614452, records of Yakima County, Washington.

Parcel D - Tax Parcel Nos. 181426-33401, 181426-33402, 181426-33403, 181426-33404, 181426-33405, 181426-33422, 181426-33423, 181426-33424, 181426-33425, 181426-33426, 181426-33427, 181426-33428, 181426-33429, 181426-33430, 181426-33431, 181426-33432, 181426-33433, 181426-33434, 181426-33435, 181426-33436:

Lots 1, 2, 3, 4, 5, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 36, Plat of Vahalla Heights, as recorded under Auditor's File No. 7614452, records of Yakima County, Washington.

PRESSURE ZONE 4

Parcel A - Tax Parcel No. 181435-21014

A portion of the following described property:

The North 400.00 feet of the West 194.40 feet of the East 15 acres of the North half of the Northeast quarter of the Northwest quarter of Section 35, Township 14 North, Range 18 East, W.M.;

EXCEPT the North 30 feet for road;

AND the East 15 acres of the North half of the Northeast quarter of the Northwest quarter of said Section 35;

EXCEPT the West 194.40 feet thereof;

AND EXCEPT the North 30 feet for road;

AND EXCEPT that portion described as follows: Beginning at a point on the South boundary of said parcel situated North 89°49'53" West 363.00 feet from the Southeast corner thereof, thence North 3°50'00" East 120.00 feet; thence North 89°49'53" West 112.00 feet; thence South 3°50'00" West 120 feet to said South boundary; thence South 89°49'53" East 112.00 feet to the Point of Beginning;

AND the Northwest quarter of the Northwest quarter of the Northeast quarter of said Section 35;

EXCEPT the North 25 feet for road;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

AND the West half of the Southwest quarter of the Northwest quarter of the Northeast quarter of said Section 35;

EXCEPT the South 150 feet thereof;

EXCEPT that portion lying easterly of the following described line: Beginning at the Northwest corner of the Northeast quarter of said Section 35; thence South 89°21'50" East, along the North line thereof 260.20 feet to the True Point of Beginning; thence South 0°01'13" East 113.15 feet; thence South 3°41'17" East 156.32 feet; thence South 7°17'08" West 78.64 feet; thence South 0°01'13" East 230.00 feet; thence North 89°58'47" East 10.00 feet; thence South 0°01'13" East 614.69 feet to the North line of the South 150 feet of the West half of the Northwest quarter of the Northeast quarter of said Section 35 and terminus point of said line:

AND EXCEPT that portion described as follows: Beginning at the Northwest corner of the Northeast quarter of said Section 35; thence South 89°21'50" East along the North line thereof, 181.12 feet to True Point of Beginning; thence continuing South 89°21'50" East 79.08 feet; thence South 0°01'13" East 113.15 feet; thence South 3°41'17" East 156.32 feet; thence South 7°17'08" West 78.64 feet; thence North 89°10'35" West 190.12 feet; thence North 0°49'25" East 59.26 feet; thence North 89°10'30" West 137.59 feet; thence North 0°49'25" East 157.00 feet; thence South 89°10'35" East 243.53 feet to a point bearing South 0°49'25" West from the True Point of Beginning; thence North 0°49'25" East 130.59 feet to the True Point of Beginning.

Parcel B – Tax Parcel Nos. 181435-21015 and 181435-22001:

A portion of the following described property:

The West half of the Northwest quarter of the Northeast quarter of the Northwest quarter and the North half of the Northwest quarter of the Northwest quarter, Section 35, Township 14 North, Range 18, E.W.M, Yakima County, Washington,

EXCEPT that portion of the above described property located in said Sections 26 and 35 described as follows: Beginning at the Northeast corner of the Northwest quarter of Section 35, Township 14 North, Range 18, E.W.M.; thence North 90°00' West, along the North line thereof, 1030.60 feet; thence North 58°00' West 130.00 feet; thence South 32°00' West 30.00 feet, to the True Point of Beginning; thence continuing South 32°00' West 55.96 feet; thence South 57°20' West 115.27 feet; thence South 65°41' West 104.75 feet; thence North 0°49' West 294.28 feet, to a point bearing North 58°00' West from the True Point of Beginning; thence South 58°00' East 266.90 feet, to the True Point of Beginning,

EXCEPT any portion lying within the Plat of Vahalla Heights recorded under Auditor's File Number 7614452, records of Yakima County, Washington.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT B

PRESSURE ZONE 6

Parcel A - Tax Parcel No. 181426-32400:

Portion of Lot 1 of Short Plat recorded in Book 88 of Short Plats, page 54, records of Yakima County, Washington.

Parcel B - Tax Parcel No. 181426-32401:

Lot 2 of Short Plat recorded in Book 88 of Short Plats, page 54, records of Yakima County, Washington.

Parcel C - Tax Parcel No. 181426-32402:

Lot 4 of Short Plat recorded in Book 88 of Short Plats, page 54, records of Yakima County, Washington.

PHASE 1 - Parcel D - Tax Parcel No. 181426-33406, 181426-33407, 181426-33408,

181426-33461, 181426-33462, 181426-33419, 181426-33420, 181426-33421:

Lots 6, 7, 8, 19, 20 and 21 of the Plat of Vahalla Heights, Phase 1, according to the plat thereof recorded under Auditor's File No. 7614452, records of Yakima County, Washington.

And

Lot 17, Plat of Vahalla Heights Phase I, according to the plat thereof recorded under Auditor File No. 7614452, records of Yakima County, Washington.

TOGETHER WITH that portion of Lot 18 of said plat described as follows: Beginning at the Northwest corner said Lot 18; thence along the northeasterly line thereof, South 47°48'02" East 24.94 feet; thence leaving said line South 42°11'17" West 245.12 feet to the northeasterly line of Goodlander Road; thence along said line North 47°48'43" West 25.00 feet; thence along the northwesterly line of said lot North 42°12'09" East 245.13 feet to the Point of Beginning.

EXCEPTING from said Lot 17 the following described portion: Beginning at the Northwest corner of said Lot 17; thence along the northeasterly line thereof, South 47°50'05" East 49.87 feet; thence leaving said line South 42°11'17" West 245.10 feet to the northeasterly line of Goodlander Road; thence along said line North 47°48'43" West 49.92 feet; thence along the northwesterly line of said Lot 17, North 42°11'53" East 245.08 feet to the Point of Beginning.

And

Lot 18, Plat of Vahalla Heights Phase 1 according to the plat thereof recorded under Auditor File No. 7614452, records of Yakima County, Washington;

EXCEPTING from said Lot 18 the following described portion: Beginning at the Northwest corner of said Lot 18; thence along the northeasterly line thereof, South 47°48'02" East 24.94 feet; thence leaving said line, South 42°11'17" West 245.12 feet to the northeasterly line of Goodlander Road; thence along said line North 47°48'43" West 25.00 feet; thence along the northwesterly line of said lot, North 42°12'09" East 245.13 feet to the Point of Beginning.

PHASE 4 -- Parcel E - Tax Parcel Nos. 181427-41430, 181427-41405, 181427-41406,

181427-41407, 181427-41408, 181427-41409, 181427-41410, 181427-41411, 181427-41412,
181427-41413, 181427-41414, 181427-41415, 181427-41416, 181427-41417, 181427-41418.

1 181427-41419, 181427-41420, 181427-41421, 181427-41422, 181427-41423, 181427-41424,
2 181427-41425, 181427-41426, 181427-41427, 181427-41428 and 181427-41429:

3 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 and Tracts B
4 and C, Plat of Valhalla Heights Addition, Division 4, according to the plat thereof recorded under
Auditor's File No. 7977457, records of Yakima County, Washington.

5 PHASE 3 -- Parcel E - Tax Parcel Nos. 181426-33438, 181426-33458, 181426-33459,
6 181426-33460, 181426-33445, 181426-33446, 181426-33447, 181426-33448, 181426-33449,
7 181426-33450, 181426-33451, 181426-33452, 181426-33453, 181426-33454, 181426-33455,
8 181426-33456, 181426-33457, 181427-44402, 181427-44403, 181427-44404, 181427-44405,
9 181427-44406, 181427-44407, 181427-44408, 181427-44409, 181427-44410, 181427-44411,
10 181427-44412, 181427-44413, 181427-44414, 181427-44415, 181427-44416:

11 Lots 1, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and
12 32, Plat of Valhalla Heights Addition Division 3, according to the plat thereof recorded under
13 Auditor's File No. 7933773, records of Yakima County, Washington.

14 And

15 Lot 2, Plat of Valhalla Heights Addition Division 3, according to the plat thereof recorded under
16 Auditor File No. 7933773, records of Yakima County, Washington.

17 TOGETHER WITH that portion of Lots 3 and 4, Plat of Valhalla Heights Addition Division 3,
18 described as follows: Beginning at the Northwest corner of Lot 4 of said Plat; thence along the
19 northeasterly line thereof South 47°50'05" East 19.87 feet; thence leaving said line South 42°11'17"
20 West 120.07 feet; thence North 47°48'43" West 90.00 feet to the Northwest corner of said Lot 3;
21 thence along the northerly line of said lot, South 84°27'54" East 87.39 feet; thence along the
22 northwesterly line of said Lot 4, North 42°11'53" East 67.89 feet to the Point of Beginning.

23 And

24 Lot 3, Plat of Valhalla Heights Addition Division 3 according to the plat thereof recorded under
25 Auditor File No. 7933773, records of Yakima County, Washington.

26 TOGETHER WITH that portion of Lot 4, Plat of Valhalla Heights Addition Division 3, described as
27 follows: Commencing at the Northwest corner of Lot 4 of said Plat; thence along the northeasterly
28 line thereof, South 47°50'05" East 19.87 feet; thence leaving said line, South 42°11'17" West
29 120.07 feet to the True Point of Beginning of this described portion; thence continue South
30 42°11'17" West 125.00 feet to the northeasterly line of Goodlander Road; thence along said line,
31 North 47°48'43" West 6.66 feet; thence North 48°15'50" West 13.25 feet; thence leaving said line,
32 North 42°11'53" East 125.10 feet; thence South 47°48'43" East 19.90 feet to the Point of Beginning,
33 EXCEPTING from said Lot 3 the following described portion: Beginning at the Northwest corner of
34 said Lot 3; thence along the northeasterly line thereof South 84°27'54" East 87.39 feet to the
35 northeasterly line of Lot 4; thence along said line, South 42°11'53" West 52.17 feet; thence leaving
said line, North 47°48'43" West 70.10 feet to the Point of Beginning.

36 And

37 Lot 4, Plat of Valhalla Heights Addition Division 3, according to the plat thereof recorded under
38 Auditor File No. 7933773, records of Yakima County, Washington.

39 TOGETHER WITH that portion of Lot 17, Plat of Valhalla Heights Phase 1 as recorded under Auditor

1 File No. 7614452, records of said county described as follows: Beginning at the Northwest corner
2 of said Lot 17; thence along the northeasterly line thereof, South 47°50'05" East 49.87 feet; thence
3 leaving said line, South 42°11'17" West 245.10 feet to the northeasterly line of Goodlander Road;
4 thence along said line, North 47°48'43" West 49.92 feet; thence along the northwesterly line of said
5 Lot 17, North 42°11'53" East 245.08 feet to the Point of Beginning.

6 EXCEPTING from said Lot 4, the following described portion: Beginning at the Northwest corner
7 of Lot 4 of said plat; thence along the northeasterly line thereof, South 47°50'05" East 19.87 feet;
8 thence leaving said line, South 42°11'17" West 245.07 feet to the northeasterly line of Goodlander
9 Road; thence along said line North 47°48'43" West 6.66 feet; thence North 48°15'50" West 13.25
10 feet; thence along the northwesterly line of said lot, North 42°11'53" East 245.16 feet to the Point
11 of Beginning.

12 And

13 Lot 9, Plat of Valhalla Division 3 according to the plat thereof recorded under Auditor File No.
14 7933773, records of Yakima County, Washington,
15 TOGETHER WITH that portion of Lot 2 of the Speyers Road Short Plat No. 96-57, as recorded
16 under Auditor's File Number 3133442, records of Yakima County, Washington, described as
17 follows: Commencing at the most southerly corner of Lot 9, Plat of Valhalla, Division 3; thence
18 along the West line thereof, North 00°40'31" West 74.04 feet to the True Point of Beginning of this
19 described portion; thence leaving said line, North 59°55'51" West 103.96 feet; thence North
20 30°13'22" East 174.00 feet to the West line of said Lot 9; thence along said line, South 00°40'31"
21 East 202.45 feet to the Point of Beginning.

22 And

23 Lot 16, Division 3, of the Plat of Valhalla Heights Addition, as recorded under Auditor's File No.
24 7933773, records of Yakima County, Washington,
25 EXCEPT that portion of Lot 16 of said plat, described as follows: Beginning at the northeasterly
corner of said Lot 16, adjacent to Valhalla Loop; thence North 72°10'42" West, along a northern
boundary line 77.06 feet to the True Point of Beginning; thence North 83°42'12" West 172.71 feet
to the northwestern boundary of said Lot 16; thence northeasterly along said northwestern
boundary, along the arc of a curve to the right, having a central angle of 24°41'58", a radius of
325.00 feet and a chord bearing and distance of North 65°47'19" East 139.02 feet to the common
corner of Lots 16 and 17; thence South 11°51'42" East 136.44 feet to the True Point of Beginning.

And

Lot 17, Division 3, of the Plat of Valhalla Heights Addition, as recorded under Auditor's File No.
7933773, records of Yakima County, Washington,
TOGETHER WITH that portion of Lot 16 of said plat, described as follows: Beginning at the
northeasterly corner of said Lot 16, adjacent to Valhalla Loop; thence North 72°10'42" West, along
a northern boundary line 77.06 feet to the True Point of Beginning; thence North 83°42'12" West
172.71 feet to the northwestern boundary of said Lot 16; thence northeasterly along said
northwestern boundary, along the arc of a curve to the right, having a central angle of 24°41'58", a
radius of 325.00 feet and a chord bearing and distance of North 65°47'19" East 139.02 feet to the
common corner of Lots 16 and 17; thence South 11°51'42" East 136.44 feet to the True Point of
Beginning.



CITY OF SELAH

Planning Department

222 South Rushmore Road
Selah, Washington 98942

Phone 509 698-7365

Fax 509 698-7372

December 21, 2018

HILLTOP ASSOCIATES
PO BOX 430
YAKIMA, WA 98907

Re: Notification of Amended Latecomer's Agreement, Reimbursement Area, and Reimbursement of Costs.

Parcel Numbers: **18142632400, 18142632401, & 18142632402**

To whom it may concern:

On November 17, 2016, the City of Selah and Goodlander Holdings, LLC (NCW Development, LLC) recorded a reimbursement agreement for the construction of the Valhalla Heights Water System. This agreement provided for the partial reimbursement of the installation of the Valhalla Heights Water System through a "Latecomer's Agreement" excluding Zone 6 infrastructure and any additional improvements (Zone 6 Booster Pump Station) necessary to serve Zone 6. However, the Latecomer Agreement did include provisions to allow Goodlander Holdings, LLC to recover these additional costs (\$1,176,732.00: Zone 6 Base Costs, and Zone 6 Booster Pump Station \$924,106.44) through an amendment to the recorded agreement, or separate agreement. The amended agreement accounting for all costs, results in a total charge of \$15,037.54 per Equivalent Residential Unit (ERU) or new residential lot, which connects to the City of Selah's water system.

Therefore, in accordance with RCW 35.91.060, the City of Selah is hereby notifying you that Goodlander Holdings, LLC has requested that the city proceed with an amendment to the Latecomer Agreement for their development to partially recoup the construction costs of the water system improvements. The formal boundaries of the "Amended Benefit Area" and "Assessments" are as follows:

Legal Descriptions of Amended Benefit Area and Assessments:

1. **Tax Parcel Number:** 18142632400: **Assessment: Booster Pub Station:** \$8,971.91, **Zone 6 Base:** \$6,065.63: **Legal:** SP 88-54 LOT 1 274 FT, TH S 30 D E 428 FT TO POB
2. **Tax Parcel Number:** 18142632401: **Assessment: Booster Pub Station:** \$8,971.91, **Zone 6 Base:** \$6,065.63: **Legal:** SP 88-54 LOT 2.
3. **Tax Parcel Number:** 18142632402: **Assessment: Booster Pub Station:** \$8,971.91, **Zone 6 Base:** \$6,065.63: **Legal:** SP 88-54 LOT 4.

Notice of Right to Request Public Hearing:

In accordance with RCW 35.91.060 (c), owners of property within the proposed "Amended Benefit Area" are hereby notified that they may request a public hearing to refute the boundaries



and method of assessment of the proposed "Latecomer Agreement" by submitting a written request to the City of Selah within twenty (20) days, from the date of this notice (on or before **January 10, 2019**). If a request for a public hearing is received, the city will schedule a public hearing before the legislative body and provide each affected property owner notice of said hearing.

If you have any questions or would like to review any related documents please do not hesitate to contact me by calling 509-698-7365 or email at jeff.peters@selahwa.gov.

Sincerely,

Jeff Peters
City of Selah
Community Development Supervisor



P.O. Box 119 Wenatchee, WA 98807
Phone: (509)663-3464 Fax: (509)662-4465

Date: December 3, 2018

COST SUMMARY: Valhalla Zone 6 Booster Pump Station, Selah, WA

Selland Construction, Inc. is hereby providing a cost breakdown for the above listed project.

<u>Item:</u>	<u>DESCRIPTION</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<u>Valhalla Zone 6 Booster Pump Station</u>					
1.	Mobilization	1	LS	\$5,000.00	\$5,000.00
2.	Earthwork & Surfacing	1	LS	\$45,000.00	\$45,000.00
3.	Water Piping	1	LS	\$96,300.00	\$96,300.00
4.	Electrical	1	LS	\$335,000.00	\$335,000.00
5.	Concrete	1	LS	\$31,000.00	\$31,000.00
6.	Painting	1	LS	\$10,000.00	\$10,000.00
7.	Framing, Carpentry, Roofing, Etc.	1	LS	\$64,998.00	\$64,998.00
8.	Pumps	1	LS	\$89,775.00	\$89,775.00
9.	Engineering & Project Indirects	1	LS	\$176,999.50	\$176,999.50
Subtotal without W.S.S.T.:					\$854,072.50
WSST (Selah 8.2%)					\$70,033.94
TOTAL					<u>\$924,106.44</u>

If you have any questions or need additional information with regard to our proposal please give us a call.

Sincerely,
SELLAND CONSTRUCTION, INC.

Adam Brizendine
General Manager
(509) 662-7119
Cell / Voicemail (509) 670-9145



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting	Action Item
1/22/2019	N – 5

Title: Resolution Authorizing the Mayor to sign an Intergovernmental Local Agreement for Stormwater Permit Compliance Activities between Yakima County and the City of Selah

From: Erin Barnett, Stormwater Management

Action Requested: Approval

Staff Recommendation:

Public Works is requesting the council authorize the Mayor to approve a renewal of the Interlocal Stormwater Agreement between Yakima County and the Cities of Union Gap, Sunnyside and Selah.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$2,550.00

Funding Source: 415.000.035.535.20.41.04

Background / Findings & Facts: This agreement has been amended from the original agreement where the Regional Stormwater Working Group, RSWG, is now simply an advisory panel to the members rather than the primary permittee with Selah as a co-permittee. Each City & the County will operate under their own permit. Please see the attached Interlocal Agreement.

Recommended Motion: To approve the Mayor to sign an Intergovernmental Agreement with the Regional Stormwater Working Group.



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:
11/14/2017	Resolution authorizing the Public Works Director to sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$50,000 in grant funds for the City's Stormwater Management plan
12/8/2015	Resolution authorizing the Public Works Director to sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$50,000 in grant funds for the City's Stormwater Management plan.
8/12/2014	Resolution Authorizing the Mayor to Sign the Notice of Intent (NOI) for Coverage under a National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permit
5/13/2014	Resolution Authorizing the Mayor to Sign an Intergovernmental Local Agreement for Stormwater Permit Compliance Activities between Yakima County and the Cities of Selah, Union Gap and Sunnyside

RESOLUTION NO. _____

**Resolution authorizing the Mayor to sign an Intergovernmental
Local Agreement for Stormwater Permit Compliance Activities
between Yakima County and the City of Selah**

WHEREAS, the City of Selah is required to operate and maintain stormwater and a surface water management system; and

WHEREAS, the City of Selah wished to continue to participate in the Regional Stormwater Working Group; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign an Intergovernmental Local Agreement for Stormwater Permit Compliance.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 22th day of January 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

INTERGOVERNMENTAL LOCAL AGREEMENT
FOR STORMWATER PERMIT COMPLIANCE ACTIVITIES
BETWEEN
YAKIMA COUNTY
AND
THE CITIES OF
SELAH, UNION GAP AND SUNNYSIDE

THIS AGREEMENT is made and entered into between Yakima County, a municipal corporation of the State of Washington, hereinafter referred to as “County”, and the Cities of Selah, Union Gap and Sunnyside, all being municipal corporations, hereinafter referred to as “Selah”, “Union Gap” and “Sunnyside” respectively, or “Cities” when it includes all, or “City” when it is either Selah, Union Gap or Sunnyside; and,

WHEREAS, the County and Cities have authority to operate and maintain storm and surface water management systems and many other services as provided for under their relevant laws; and,

WHEREAS, Yakima County and the Cities of Selah, Union Gap and Sunnyside are required to comply with the State of Washington’s Eastern Washington Phase II Municipal Stormwater General Permit, hereinafter referred to as the “Permit”; and,

WHEREAS, the County and Cities under the Permit have been encouraged to coordinate; and,

WHEREAS, the County and Cities acknowledge the benefits of a voluntary, ad hoc regional group, as allowed under the Permit; and,

WHEREAS, the County and Cities formed the Regional Stormwater Working Group (RSWG) in order to provide the best value and service for their citizens concerning the development of a regional stormwater plan to satisfy the Permit for their respective Municipal Separate Storm Sewer Systems (MS4s); and,

WHEREAS, the County and Cities under RCW Chapter 39.34, have the legal authority to enter into interlocal agreements for the sewerage and stormwater management programs within its boundaries consistent with relevant laws; and,

WHEREAS, under this interlocal agreement, the County and Cities agree to obtain and hold their own separate municipal stormwater permits and are responsible for performing all duties to comply with the standards of the Permit, as required by the Permit; and,

WHEREAS, the County and the Cities would like to continue the RSWG as outlined in this agreement for public benefit and for the protection of the quality of surface waters and ground waters of the state by managing the discharge of stormwater through their respective MS4s; and,

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties hereto, it is agreed as follows:

Section 1. Definition of Terms

Wherever the following terms are used in this agreement they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. Area of Geographic Responsibility The Areas of Geographic Responsibility for the Cities and County are as described in Section S1. of the Permit. For the Cities, this means the entire incorporated area of the City as they exist at the time of execution of this ILA and as they may be amended during the existence of this Agreement. For the County, this means the urbanized areas and the unincorporated urban growth areas associated with permitted Cities within the urbanized areas that are under the jurisdictional control of the County. This geographic area of coverage also includes any urban growth areas that are contiguous to permitted urbanized areas that are under the jurisdictional control of the County.
- B. BMP means Best Management Practice and may include, but is not limited to, a schedule of activity, prohibition of practice, maintenance procedure, and structural and/or managerial practice that, when used singly or in combination, prevents or reduces the release of pollutants and other adverse impacts to receiving waters.
- C. Board or BOCC means the Board of Yakima County Commissioners, its governing body.
- D. Capital Improvement Project (CIP) is a constructed project facility such as a road improvement or stormwater control facility that is generally of a durable nature.
- E. Chief Executive Officer (CEO) means the designated City official responsible for managing the day-to-day business affairs of City. This is either the City Manager for Council-Manager or Mayor for Mayor-Council city government.
- F. Council means the City Council, governing body of a City.
- G. Ecology means the Washington State Department of Ecology.
- H. Monthly Service Charge means the monthly portion of the annual costs distributed between the Parties and paid to the County to perform tasks identified in this Agreement.
- I. Municipal Separate Storm Sewer System (MS4) means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) owned or operated by the Parties that is designed or used for collecting or conveying stormwater; which is not a combined sewer; and which is not part of a sanitary sewer.
- J. Operation and Maintenance (O&M) means the regular performance of work and corrective measures taken to repair facilities.
- K. Person means the State of Washington, any individual, public or private corporation, political subdivision, governmental agency, municipality, industry, co-partnership, association, firm, trust, estate or any other legal entity whatsoever.
- L. Party (ies) means the individual or collective members of this Interlocal Agreement: Yakima County, City of Selah, City of Union Gap, City of Sunnyside.
- M. Public Services Director means the designated County official responsible for managing the RSWG business affairs for Yakima County.

- N. Regional Stormwater Working Group (RSWG) is an organization formed consisting of representatives from the Parties whose main purpose is to review and make recommendations on regional stormwater policies required under the Permit, as well as to assist in dispute resolution between the Parties.
- O. Service Rate is a rate billed to residents and businesses within a Party's jurisdiction to support their stormwater program.
- P. Systems Development Charge is a rate billed to applicants within a Party's jurisdiction proposing construction or development activities to cover the cost of review and approval of the applicant's project to ensure compliance with the Permit.
- Q. Total Maximum Daily Load (TMDL) means a site-specific allocation of water-borne pollutants from all sources to a particular receiving water to comply with the State's surface water quality criteria.
- R. Underground Injection Control (UIC) means a well that is a manmade subsurface fluid distribution system designed to discharge fluids into the ground and consists of an assemblage of perforated pipes, drain tiles, or similar mechanisms, or a dug hole that is deeper than the largest surface dimension (WAC 173-21-030). UIC systems include drywells, pipe or French drains, drain fields, and other similar devices that are used to discharge stormwater directly into the ground.

Section 2. Transfer of Responsibility

A. Purpose. The purpose for this Agreement is for the Cities and County to coordinate and collaborate on certain responsibilities of the Permit as specified in this document. The responsibilities of the Parties are defined in this Section, Section 3, Section 6 and in Section S3 of the Permit.

B. Limitations. The ownership and maintenance of facilities remains the responsibility of the Parties within their respective jurisdictions. The following stormwater program items for each Party, are not covered under this Agreement and are not included in the estimated program costs:

- Stormwater Equipment Funding
- CIP Funding
- Program Funding Mechanism
- Stormwater Program Reserve Funding
- UIC Program requirements of Chapter 173-218 WAC

C. Division of Responsibilities

1. County will administer portions of this Agreement in Sections 3, 5.A.1, and 5.A.2 with the Cities maintaining specific functions, as defined in Section 2B and 3.
2. Each Party is responsible for funding the program activities to support the Permit within their respective jurisdiction, including those activities defined by this Agreement.
3. Each Party will provide those items and activities necessary to run their respective program and maintain compliance in accordance with the Permit schedule, including but not limited to annual reporting requirements, public education and outreach, mapping of the respective

stormwater systems, MS4 O&M, illicit discharge detection and elimination, and effectiveness assessment.

4. During the term of this Agreement, Parties will operate and maintain all stormwater facilities at the level specified in the Permit and in order to retain Permit compliance.

Section 3. Representation with the EWSG

A. Participation in this agreement means that the Parties also acknowledge the existence and purpose of the Eastern Washington Stormwater Group (EWSG). The EWSG is an ad hoc, voluntary group of municipal stormwater permittees formed to share knowledge and collaborate in the implementation of the Permit in Eastern Washington and consult with Ecology on Eastern Washington needs and requirements. Since 2007, the County has taken the lead role in representing the RSWG members by attending regular EWSG meetings and disseminating information back and forth between the two groups.

B. Participation in this agreement means that the Parties agree that the County will continue in its lead role of representing the RSWG at the EWSG. Cities can choose to directly participate in the EWSG at any time by notifying the County and the Chair of the EWSG in writing and in advance of any regular meeting. The County will withdraw representation of any City in any future EWSG meeting or vote upon written notification.

Section 4. Additional Party Responsibilities

- A. In order for the Parties to fulfill the requirements of the Permit, it is anticipated that the County will occasionally require access to the Cities' MS4 and vice versa. Cities will allow the County access at any reasonable time upon reasonable notice to facilitate permit compliance within the City and the City Area of Geographic Responsibility. Likewise, the County will allow the Cities access at any reasonable time upon reasonable notice to facilitate permit compliance.
- B. The Parties will participate in the RSWG on a voluntary basis to coordinate the regional stormwater quality effort. The RSWG shall meet as desired by the Parties, to discuss status of permit compliance and address any issues related to compliance with the Permit or this interlocal agreement.
- C. UIC Program. Where UICs are a part of the public MS4, the Parties will manage them and report their activities in accordance with the Underground Injection Control (UIC) program as described in Chapter 173-218 WAC.
- D. Parties will perform operation and maintenance or CIP within their area of geographic responsibility when permit activities indicate a permit violation.
- E. Parties may use existing and future equipment sharing agreements when possible to keep stormwater O&M costs down.

Section 5. Determination of Costs; Operating Procedures and Rules Relating to Expenses

A. Determination of Costs and Division of Expenses

1. Unless otherwise identified, the expenses incurred by the County to complete RSWG and ESWG tasks to fulfill this agreement will be distributed on the following percentage basis, as agreed to by the Parties and based on relative numbers of households in each community:
 - Yakima County - 51%
 - City of Selah - 13%
 - City of Union Gap - 14%
 - City of Sunnyside - 22%
2. Upon request, some tasks identified in this agreement will be billed on a case by case basis to a specific City or Cities, such as: construction plan review, post-construction plan review, illicit discharge investigation, and specific training events outside the scope of this agreement. These activities must be requested in writing by the City, acknowledged by the County, and will be billed at actual County wages with fringe benefits and overhead.
3. The distribution of costs will remain fixed for the duration of this agreement, per Section 5.A.1 above. In the event one or more of the Parties withdraws from this Agreement, the Parties shall update said Section.
4. The County will bill for its services monthly for actual wages and benefits expenditure basis plus overhead.
5. In the event a Party withdraws from or is for any reason removed from this Agreement, then that Party shall be financially responsible for the actual percentage of that Party's total annual costs that have been expended or obligated under the Agreement on that Party's behalf as of the date of withdrawal or removal. A Party's unpaid obligations or overpayments under this subsection shall be fully compensated to the appropriate Party within forty five (45) days of the withdrawal or removal. The County's financial records for this Agreement shall be relied upon for determinations required under this subsection.

B. Operating Procedures Relating to Expenses

1. The County shall establish separate accounting codes for the purpose of tracking all expenses and service charges pursuant to the Agreement.
2. The Parties may at any reasonable time upon reasonable notice inspect and audit the books and records of the County with respect to matters within the purview of the Agreement.
3. The Cities shall pay the monthly service charge to the County no later than the 15th day of each month.
4. Payments from Cities to the County overdue by sixty (60) days will be considered late.
5. Interest may accrue on late monthly payments to the County as specified in Section 5.B.4 of this Agreement at a rate of 1.25 times the monthly Local Government

Investment Pool (LGIP) earnings rate as posted for the previous month, and will be applied each month to the unpaid balance.

- C. The Cities and the County will be billed separately by Ecology for their perspective stormwater permit fees at the standard Ecology Stormwater Permit rate for that municipality or jurisdiction. Each Party will be responsible for the payment of their own Ecology Stormwater Permit fee according to the requirements stipulated in the Permit.

Section 6. Administrative and Operating Provisions

- A. Insurance. Each Party is responsible for securing and keeping in full force and effect for the term of this agreement, at its own expense, comprehensive general liability insurance; or if self-insuring shall maintain insurance sufficient to indemnify and defend the injured party against claims for personal injury or death and property damage arising out of the actions of the responsible party, its contractors, employees and agents determined to be responsible for the injury. The Parties shall be responsible only for losses attributable to the sole negligence or intentional conduct of their agency, its elected or appointed officers, officials, employees, agents, contractors or sub-contractors. Each party that performs activities pursuant to this agreement shall maintain worker's compensation insurance, as required by state and federal statute, for its employees engaged in work on the Premises. If such work is contracted, County shall require that all contractors provide worker's compensation insurance for all their employees engaged in work on the Premises. If any class of employees engaged in work on the Premises is not covered under workers' compensation insurance, the contracting party shall cause each contractor to maintain liability insurance for limits of at least \$2,000,000 for each incident, or \$5,000,000 per incident, for injuries caused by accident or negligence.
- B. Indemnification. The parties hereby indemnify and holds harmless each other and those with legal right to enter upon the premises and will defend against any and all demands, claims, suits, risks, liabilities and obligations of any nature and any and all costs or expenses of any nature including, but not limited to, all losses, damages, judgments and reasonable attorney's fees arising from injury to or death of any and all persons and/or all property damage of any kind, whether tangible or intangible, including loss of use, in connection with or related to the construction or excavation performed under this agreement, except only those losses resulting solely from the negligence or willful misconduct of the responsible party, its employees or tenants or guests and agents. Each party's obligation hereunder is without prejudice to the other's rights to assert all defenses they may have against any claimant and the right to seek contribution from any other person or entity which may be responsible for all or any portion of the alleged claim. The Party receiving notice of a claim shall notify each of the other parties to the agreement of any claim as to which that party has the obligation to indemnify the other parties under this Agreement and each Party shall, at its sole cost and expense, defend the other parties against such claim. The defending party's defense shall include, but not be limited to, appearing and defending against any lawsuit and paying any amounts required to be paid pursuant to any judgment or settlement. Each party hereby further indemnifies and holds the other parties and its agents and guests, tenants and visitors from and against any and all demands, claims, suits, risks, liabilities, and obligations of any nature and any and all costs or expenses of any nature, including but not limited to, all losses, damages, judgments and attorney's fees arising from any breach or default in the performance of any obligation to be performed by that party or any assignee of the responsible party under the terms of this Agreement. Notwithstanding the above, if a court determines that this Agreement is subject

to the terms of RCW 4.24.115, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of any of the parties and its agents and subcontractors, its commissioners, officers, employees or agents, that party's liability under this Paragraph shall be limited to the extent of the responsible party's negligence and that of its agents, employees, contractors, and assignees, including their proportional share of costs, reasonable attorney's fees, and expenses incurred in connection with any claim, action, or proceeding brought with respect to such injury or damage.

- C. Notice of Violation or Fine. All Parties acknowledge that they may receive notices of violations or fines from state or federal agencies for violations of state or federal rules imposed under the Permit. All Parties acknowledge that this agreement implies no shared responsibility for these violations and fines unless otherwise specifically noted by the state or federal agency. The County shall invite the responsible jurisdictions to participate in any discussions with state and federal agencies regarding notices of violation or fines involving jurisdictions actions or responsibility. All Parties acknowledge that they are singularly responsible for complying with all notices of violations and the payment of any fines involving their jurisdiction as a result of these notices or the failure to respond in a timely manner to the notices from a state or federal agencies. If more than one Party is responsible, each responsible City's responsibility for payment will be allocated based on the degree of responsibility and degree of fault of each responsible City. Disputes over the amount a Party is responsible for shall be resolved by the dispute resolution process set out in Section 7 of this Agreement. .
- D. Delegation. Nothing in this Agreement shall be construed as a limitation upon or delegation of the statutory and home rule powers of any City participating in this Agreement, nor as a delegation or limitation of the statutory powers of County. This Agreement shall not limit any right or remedy available to Cities or County against third parties arising from illegal acts of such third parties.

Section 7, Dispute Resolution; Remedies

- A. In the event of a dispute between the Parties regarding their respective rights and obligations pursuant to this Agreement, the disputing Parties shall first attempt to resolve the dispute by negotiation. If a dispute is not resolved by negotiation, the exclusive dispute resolution process to be utilized by the Parties shall be as follows:
 - 1. Step 1. Upon failure of those individuals designated by each Party to negotiate on its behalf to reach an agreement or resolve a dispute, the nature of the dispute shall be put in writing and submitted to City's CEO and the County Public Services Director, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's CEO and the County Public Services Director, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representative. If not resolved in thirty (30) days, this issue may be taken to Step 2.
 - 2. Step 2. Upon failure of the City's CEO and the County Public Services Director to negotiate on its behalf to reach an agreement or resolve a dispute as provided in Step 1, the nature of the dispute shall be put in writing and submitted to the respective officials of the RSWG, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's CEO

and the County Public Services Director, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representatives. If not resolved in thirty (30) days, this issue may be taken to Step 3.

3. Step 3. In the event a dispute cannot be resolved at Step 2, the Parties shall submit the matter to mediation. The Parties shall attempt to agree on a mediator. In the event they cannot agree, the Parties shall request a list of five (5) mediators for the American Arbitration Association, or such other entity or firm providing mediation services to which the Parties may further agree. Unless the disputing Parties can mutually agree to one mediator from the list provided, each Party shall strike a name in turn, until only one name remains. The order of striking names shall be determined by lot. Any common costs of mediation shall be borne equally by the disputing Parties, who shall each bear their own costs thereof. If the issue is resolved at this step, a written determination of such resolution shall be signed by both Parties. Resolution of an issue at this step requires concurrence by both Parties.
3. Step 4. If any dispute is not settled in Step 3, either Party may request binding arbitration. The Parties shall agree, within ten (10) days of the completion of Step 3, on an arbitrator who shall be an attorney licensed to practice law in Washington (or a retired attorney) or a retired Washington judge, to resolve the dispute. If they are unable to agree on an arbitrator within ten (10) days, then each Party shall appoint an arbitrator. The two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of the choosing of the prior arbitrator, then either Party may apply to the presiding judge of the judicial district of Yakima County to appoint the required arbitrator. The arbitrator(s) shall proceed according to the Washington statutes governing arbitration, and the award of the arbitrator(s) shall have the effect therein provided. The arbitration shall take place in Yakima County. Costs of a single or any third arbitrator shall be shared equally by the Parties. Each Party shall pay their own arbitrator. The arbitrators may allow discovery, as provided by Washington law and may grant any remedy or relief which the arbitrator(s) deem just and equitable and within the scope of the agreement of the Parties, including, but not limited to, specific performance of any obligation created under the agreement, any interim or provisional relief that is necessary to protect the rights or property of the Parties, or imposition of sanctions for abuse or frustrations of the arbitration process.

- B. Parties may mutually agree in writing to waive any of the above steps, or to enter into alternate processes or additional processes.

Section 8. Attorney Fees

In the event any Party shall institute arbitration as set forth in this Agreement (or any other dispute resolution proceeding) against any other Party to this Agreement, in any way arising out of, connected with or relating to this Agreement, the prevailing Party in that arbitration (or any other dispute resolution proceeding) shall be entitled to recover, in addition to all other appropriate relief, the prevailing Party's costs and reasonable attorney fees incurred in that arbitration (or any other dispute resolution proceeding), said amount to be set by the arbitrator (or courts) before which the matter is tried, heard or decided.

Section 9. Modifications or Amendments

No amendment, change or modification to this Agreement shall be valid, unless in writing and adopted and signed by all the Parties hereto.

Section 10. Final Agreement/Merger

This Agreement contains the final and entire agreement between the Parties and is entered into with the understanding that all prior discussions, representations and agreements are merged into this Intergovernmental Agreement.

Section 11. Duration

This Agreement is effective until the permit expiration date of July 31, 2024. Amendment and/or extension of this ILA for the next Permit cycle shall occur no later than six (6) months before current permit expiration date, or January 31, 2024.

Section 12. Termination

Parties may terminate their obligations under this Agreement for the reasons listed below. The Permit requires that permittees notify Ecology of any/all amendment or termination actions.

- A. If a Party materially defaults in the terms of this Agreement and such default continues for a period of more than thirty (30) days after written notice from the Public Services Director to the defaulting Party specifying the nature of the default. If the default cannot reasonably be cured within thirty (30) days, such default shall be a material breach if the breaching Party fails within thirty (30) days of written notice to commence and pursue curative action with reasonable diligence. One Party's termination by default does not constitute termination of the Agreement by the remaining Parties. This Agreement will be modified to define financial obligation of the remaining Parties.
- B. If the provisions of this Agreement become impracticable due to a change in the law or other changed circumstances, which did not exist at the time of the signing of this Agreement.
- C. Any Party may withdraw from the Agreement upon thirty (30) days written notice to the other Parties. Withdrawal of one Party does not constitute termination of the Agreement by the remaining Parties. In the event of a Party's withdrawal this Agreement will be modified to define the financial obligations of the remaining Parties.

Section 13. Language; Headings

Where the context so requires the singular shall be deemed to include the plural, the plural the singular, and the masculine, feminine or neutral to mean the other. The paragraph captions shall not be used to construe or interpret this Agreement.

Section 14. Drafting; Construction

Each Party intends that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by all Parties and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed for or against any Party.

Section 15. Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability or any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

Section 16. Effective Date / Counterparts

This Agreement may be signed in counterparts, with each Party hereto receiving copies of all participating Party's fully executed signature pages. This Agreement shall become effective when executed by all Parties hereto.

IN WITNESS WHEREOF, this instrument has been executed in duplicate by authority of lawful actions by the Councils and Board of County Commissioners.

CITY OF SELAH

Sherry Raymond, Mayor

Date: _____

Attest: Joe Henne

Public Works Director

CITY OF UNION GAP

Arlene Fisher, City Manager

Date _____

Attest: Dennis Henne

Director of Public Works & Community
Development

CITY OF SUNNYSIDE

Martin Casey, City Manager

Date _____

Attest: Shane Fisher

Public Works Director

BOARD OF YAKIMA COUNTY
COMMISSIONERS

Michael D. Leita, Chairman

Ron Anderson, Commissioner

Norm Childress, Commissioner

*Constituting the Board of County Commissioners for
Yakima County, Washington*

Date: _____

Attest: Rachel Michael

Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney

CITY OF SELAH

Sherry Raymond, Mayor

Date: _____

Attest: Joe Henne

Public Works Director

CITY OF UNION GAP

Arlene Fisher, City Manager

Date _____

Attest: Dennis Henne

Director of Public Works & Community
Development

CITY OF SUNNYSIDE

Martin Casey, City Manager

Date _____

Attest: Shane Fisher

Public Works Director

BOARD OF YAKIMA COUNTY
COMMISSIONERS

Michael D. Leita, Chairman

Ron Anderson, Commissioner

Norm Childress, Commissioner

*Constituting the Board of County Commissioners for
Yakima County, Washington*

Date: _____

Attest: Rachel Michael

Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney

CITY OF SELAH

Sherry Raymond, Mayor

Date: _____

Attest: Joe Henne

Public Works Director

CITY OF UNION GAP

Arlene Fisher, City Manager

Date _____

Attest: Dennis Henne

Director of Public Works & Community
Development

CITY OF SUNNYSIDE

Martin Casey, City Manager

Date _____

Attest: Shane Fisher

Public Works Director

BOARD OF YAKIMA COUNTY
COMMISSIONERS

Michael D. Leita, Chairman

Ron Anderson, Commissioner

Norm Childress, Commissioner

*Constituting the Board of County Commissioners for
Yakima County, Washington*

Date: _____

Attest: Rachel Michael

Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney

CITY OF SELAH

Sherry Raymond, Mayor

Date: _____

Attest: Joe Henne

Public Works Director

CITY OF UNION GAP

Arlene Fisher, City Manager

Date _____

Attest: Dennis Henne

Director of Public Works & Community
Development

CITY OF SUNNYSIDE

Martin Casey, City Manager

Date _____

Attest: Shane Fisher

Public Works Director

BOARD OF YAKIMA COUNTY
COMMISSIONERS

Michael D. Leita, Chairman

Ron Anderson, Commissioner

Norm Childress, Commissioner

*Constituting the Board of County Commissioners for
Yakima County, Washington*

Date: _____

Attest: Rachel Michael

Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney

CITY OF SELAH

Sherry Raymond, Mayor

Date: _____

Attest: Joe Henne

Public Works Director

CITY OF UNION GAP

Arlene Fisher, City Manager

Date _____

Attest: Dennis Henne

Director of Public Works & Community
Development

CITY OF SUNNYSIDE

Martin Casey, City Manager

Date _____

Attest: Shane Fisher

Public Works Director

BOARD OF YAKIMA COUNTY
COMMISSIONERS

Michael D. Leita, Chairman

Ron Anderson, Commissioner

Norm Childress, Commissioner

*Constituting the Board of County Commissioners for
Yakima County, Washington*

Date: _____

Attest: Rachel Michael

Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney