



SELAH CITY COUNCIL

5:30pm August 27, 2019



Selah City Council
 Regular Meeting
 Tuesday, August 27, 2019
 5:30pm
 City Council Chambers

Mayor:
 Mayor Pro Tem:
 Council Members:

Sherry Raymond
 John Tierney
 Roger Bell
 Russell Carlson
 Diane Underwood
 Jacquie Matson
 Kevin Wickenhagen
 Jeremy Burke

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
- F. Agenda Changes **None**
- G. Public Appearances/Introductions/Presentations
 - 1. Presentation to Robert Noe for his years of service
- H. Getting To Know Our Businesses **None**
- I. Communications
 - 1. Oral

This is a public meeting. If you wish to address the Council concerning any matter that is not on the agenda, you may do so now. Please come forward to the podium, stating your name for the record. 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 **None**
- J. Proclamations/Announcements **None**
- K. Consent Agenda

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

- Monica Lake * 1. Approval of Minutes: August 13, 2019 Council Meeting
- Dale N. * 2. Approval of Claims & Payroll

L. Public Hearings

- Joe Henne 1. Public Hearing to consider the adoption of the “Selah Transit Development Plan” for the six-year plan 2020-2025

M. General Business

- 1. New Business **None**
- 2. Old Business **None**

N. Resolutions

- Joe Henne 1. Resolution authorizing the adoption of the “Selah Transit Development Plan” for the six-year plan 2020-2025
- Joe Henne 2. Resolution authorizing the Mayor to sign Task Order 2019-09 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Professional Engineering and Construction Services for the Well 6 and Zone 3 Booster Pump Station Rebuild Project
- Joe Henne 3. Resolution authorizing the Public Works Director to sign a Water Resources Drought Response agreement with the Washington Department of Ecology for \$108,500.00 in grant funds for the City’s Well No. 7 Capacity Evaluation and Redevelopment

O. Ordinances

- Dale 1. Ordinance Amending the 2019 Budget for Naches Avenue & North 1st Street Sidewalk Improvements
- Novobielski
- Dale 2. Ordinance Amending the 2019 Budget for Civic Center Park and Ride Improvements
- Novobielski
- Dale 3. Ordinance Amending the 2019 Budget for Goodlander Booster Station Repairs
- Novobielski

P. Public Appearances **None**

Q. Reports/Announcements

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

- Brandy Tucker a. Planning Commission Minutes from July 8, 2019
- 5. Mayor

R. Executive Session

- 1. 20 Minute Session – Potential Litigation RCW 42.30.110 (1)(i); Qualifications for Public Employment RCW 42.30.110 (1)(g)

S. Adjournment

****Next Regular Meeting: September 10, 2019**

<p>Each item on the Council Agenda is covered by an Agenda Item Sheet (AIS)</p> <p>A yellow AIS indicates an action item.</p> <p>A blue AIS indicates an information/non-action item.</p>



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
8/27/2019 K – 1

Title: Approval of Minutes: August 13, 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
August 13, 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: Kevin Wickenhagen; Jacquie Matson; Jeremy Burke; John Tierney; Roger Bell
- Members Absent: Diane Underwood; Russell Carlson
- Staff Present: Donald Wayman, City Administrator; Dale Novobielski, Clerk/Treasurer; Rick Hayes, Police Chief; Gary Hanna, Fire Chief; Jim Lange, Deputy Fire Chief; Joe Henne, Public Works Director; Jeff Peters, Community Development Supervisor; Ty Jones, Public Works Utility Supervisor; Treesa Morales, Recreation Manager; Monica Lake, Executive Assistant

C. Councilmember Absence – Motion to Excuse

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

D. Pledge of Allegiance

Council Member Matson led the Pledge of Allegiance.

E. Invocation

Pastor Mark Griesse gave the prayer.

- F. Agenda Changes **None**
- G. Public Appearances/Introductions/Presentations **None**
- H. Getting To Know Our Businesses **None**
- I. Communications

1. Oral

Mayor Raymond opened the meeting.

Tiffany Hein, Selah Downtown Association (SDA), approached the podium and addressed Council. She said that the SDA has offered two matching fund grants to people in Selah, one to David and Lisa Gordon for five thousand dollars for renovation of the north First Street sidewalk in front of the Liberty building, and one to Doctor David Lemmon in the amount of three thousand dollars for a new sign at 318 south First Street. She noted that each grant recipient has thirty days to start their project and ninety days to finish. She invited Council to their annual red carpet gala to celebrate both Selah's centennial and the hard work done by Selah businesses and the community.

Council Member Tierney inquired as to the cost of the gala tickets.

Ms. Hein replied that they were thirty-five dollars per person, or three hundred dollars for a table.

Mayor Raymond asked if the theme was the Centennial.

Ms. Hein responded in the affirmative, saying that it was 1919 and people were welcome to attend in costume.

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

2. Written

- a. Code Enforcement Report for July 2019
- b. Recycling Data Report for the 2nd Quarter of 2019

J. Proclamations/Announcements **None**

K. Consent Agenda

Council Member Wickenhagen requested a change to the minutes to reflect that he wasn't part of the votes on the Resolutions, as he was not present at the meeting.

Executive Assistant Lake read the Consent Agenda.

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

- * 1. Approval of Minutes: July 23, 2019 Council Meeting
- * 2. Approval of Claims and Payroll:

Payroll Checks Nos. 82958 – 82982 for a total of \$290,970.27
Claim Checks Nos. 73399 – 73496 for a total of \$457,355.29

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

- L. Public Hearings **None**
- M. General Business
 - 1. New Business **None**
 - 2. Old Business **None**

City Administrator Wayman informed Council that Public Works Director Henne was on the way and asked permission to give an update on hiring a city attorney.

Mayor Raymond responded in the affirmative.

City Administrator Wayman called Human Resources Manager Potter forward and asked him to explain the particular actions he has taken regarding advertisement of the position.

Human Resources Manager Potter said that he posted a Request for Proposals (RFP) on the City’s website last Thursday as well as submitting the job posting to the Washington State Association of Attorneys in both Yakima and Benton-Franklin counties. He added that he has submitted two different ads to the Yakima herald-Republic, briefly explaining the difference and where they would be published.

City Administrator Wayman asked if he posted it to the Washington Association of Municipal Attorneys.

Human Resources Manager Potter responded that he had posted it there and on the Association of Washington Cities website, and that he received another potential from City Attorney Noe that he would post it to the next day. He noted that Thursday of next week they would discuss the applications and bring a proposal to the following Council Meeting.

City Administrator Wayman clarified that the Mayor, himself and Council Member Burke had agreed that once they have responses that look viable they would sit down and sort them out, then bring their top choice to Council for confirmation.

Council Member Tierney inquired if there was a salary range stated.

City Administrator Wayman replied in the negative.

Human Resources Manager Potter answered that they requested that individuals list their expected salary range, to be debated on experience.

City Administrator Wayman noted that they want someone with five years as an attorney and the equivalent in municipal government.

- N. Resolutions

1. Resolution Authorizing the Mayor to Award a Construction Contract between the City of Selah and Granite Construction Company, for the Naches Avenue and North First Street Sidewalk Improvements

Public Works Director Henne addressed N – 1. He apologized for his tardiness, explaining that he was in a meeting with the building inspector. He said that the Resolution before them was to authorize the Mayor to award a construction contract to Granite Construction Company for the Naches Avenue and North First Street sidewalk improvements. He briefly reviewed the improvements to be made, adding that Granite provided the low bid, and that while it was above the engineer's estimate, the desire was to get the project done this year. He recommended awarding the contract to Granite.

Council Member Wickenhagen asked what the funding source number referenced.

Public Works Director Henne replied that Street Fund 111 was used for projects, with some money being transferred out of transit as transit rules allow sidewalk repair and installation projects within a quarter mile of a bus stop.

Clerk/Treasurer Novobielski remarked that the project was currently budgeted for fifty-five thousand, and that he would be coming to Council at a future meeting with a budget adjustment for the difference, as the new amount was approximately ninety-two thousand including engineering costs.

Council Member Burke inquired if the budgeted fifty-five thousand included engineering costs.

Clerk/Treasurer Novobielski responded that it was budgeted at that, but currently with engineering and administrative oversight they have roughly thirty-seven thousand that needs to be supplemented.

Council Member Burke remarked that the letter says HLA doesn't believe there would be a better price, and asked Public Works Director Henne for his thoughts on that.

Public Works Director Henne answered that sometimes if they go out earlier in the year they get a better price, or if they were making an application for sidewalks on Goodlander and bundled it with another project they could get a better price, but this was the amount he was asking for them to approve.

Council Member Tierney wondered about the location of the stairs.

Public Works Director Henne replied that there's a five foot sidewalk in front of the Liberty building along First Street, with the right of way going to the face of the building, and that the building owner has requested that the City frame it and build a curb, and he would do the pavers and build a fence around it.

Council Member Matson asked if it would block walking traffic.

Public Works Director Henne answered in the negative.

City Administrator Wayman commented that it would allow them to lease the right of way to the building owner, but that it wouldn't be complete until the lease was signed.

Council Member Matson remarked that they were getting a grant for part of it, asking if it was more cost than a normal sidewalk.

Public Works Director Henne responded that it was right around eighty to a hundred dollars in addition.

Council Member Matson inquired if the City was paying half.

Public Works Director Henne answered that the City was paying for everything included in the bid.

Council Member Burke referenced the example of the East Goodlander project, wondering if there was a portion of the project that could be bundled as part of a larger plan.

Public Works Director Henne replied that it was actually West Goodlander where they were looking at two places to make an application for funding to complete sidewalk segments, although he didn't know if they would get approved.

Council Member Tierney asked what he anticipated as the duration of time for the project from start to finish.

Public Works Director Henne answered that it would be less than thirty days.

Council Member Matson opined that the eight thousand two hundred for the stairs and pavers in front of the Liberty building would just be directly benefitting that business.

Public Works Director Henne replied that there were three buildings.

Council Member Matson remarked that he said it would be fenced off.

Public Works Director Henne responded that it would be a garden rail fence.

City Administrator Wayman said that the business owner would bear the costs of that part of the improvements, and that the City would be putting in curbing around it. He reminded Council that the SDA awarded the business owner a grant to help out with that.

Council Member Matson asked what the additional eight thousand two hundred was for.

Public Works Director Henne answered that it was for the stairs going up, the curb, and the wheelchair ramp, adding that he did verify that number.

Council Member Burke inquired if the reason was for a restaurant or something.

Public Works Director Henne replied that was his understanding.

City Administrator Wayman offered his perspective on the project, saying that they were looking to improve the substandard sidewalk in front of Pingrey Ford, and that the improvements in front of the Liberty building would beautify the area and create walkability, create an opportunity for a business to

have outdoor visibility, and make it more habitable and well-attended. He added that they were trying to create an outdoor venue downtown, and he viewed this as a positive for businesses to flourish in the downtown area.

Council Member Burke moved, and Council Member Wickenhagen seconded, to approve the Resolution Authorizing the Mayor to Award a Construction Contract between the City of Selah and Granite Construction Company, for the Naches Avenue and North First Street Sidewalk Improvements. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Burke – yes; Council Member Tierney – yes; Council Member Bell – yes. By voice vote, approval was unanimous.

2. Resolution Authorizing the Mayor to Enter into an Agreement Between the City of Selah and Baer Testing, Inc. for the East Goodlander Road Improvement Project, STPUS-4710(001)

Public Works Director Henne addressed N – 2. He said that the Resolution was for an agreement related to the East Goodlander Road Improvements, and that this company was the only tester approved by Federal Highways to doing the necessary testing that the City is required to provide.

Council Member Tierney moved, and Council Member Matson seconded, to approve the Resolution Authorizing the Mayor to Enter into an Agreement Between the City of Selah and Baer Testing, Inc. for the East Goodlander Road Improvement Project, STPUS-4710(001). Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Burke – yes; Council Member Tierney – yes; Council Member Bell – yes. By voice vote, approval was unanimous.

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Police Chief Hayes said that National Night Out was a huge success in spite of the hot temperatures, and that they were looking to make it even bigger and better next year. He noted that they made over three hundred dollars from the dunk tank and car smashing.

Fire Chief Hanna thanked all of the voters that voted for the levy, saying that it was very positive for the Fire Department. He remarked that they finally took delivery of the 2018 and 2019 tenders and were busy doing last minute stuff to them to get them in service.

Council Member Tierney complimented him on the mailing sent out to encourage voters.

Community Development Supervisor Peters said that they were still looking to replace the building inspector, with initial interviews Thursday, and that he hopes to report who they've selected at the next Council Meeting. He noted that he's also preparing for the Council Retreat.

Public Works Director Henne said that the East Goodlander road project was slated to start August 26, with a seventy day construction window. He commented that he would be sending the transit plan to council to review prior to the next meeting, when they would hold a public hearing on the matter. He remarked that they were selected for drought relief for Well 7 through the Department of Ecology and that they would also be negotiating with them on a stormwater grant. He finished by saying that they were replacing Third street service and that the North First Street project was complete.

City Administrator Wayman commented that he didn't see any cracks on the sidewalk in front of the new pool, and that the contractor did a good job.

Public Works Director Henne agreed that they seemed to do pretty good job.

Clerk/Treasurer Novobielski gave a sales tax update for the month of July, saying that they were up twenty thousand dollars over July 2018, and up seventy thousand more over the first seven months of this year versus last year.

Recreation Manager Morales had no report.

Human Resources Manager Potter had no additional report.

City Attorney Noe had no report.

2. Council Members

Council Member Wickenhagen had no report.

Council Member Matson had no report.

Council Member Burke had no report.

Council Member Tierney expressed his compliments to the Police, Fire, and Public Works Departments for National Night Out, saying that it was really a great event for the community.

Council Member Bell reported that the SPRSA levy did not pass by the required sixty percent, and that they are having ongoing discussions about what would transpire for next season. He said that there would be more information in the future as they formulate plans to raise funds to operate on a limited basis next year. He commented that there were several things still being dealt with regarding the pool facility and the contractor, although the project was substantially complete, adding that one critical issue for them was the cracking of the pool deck. He remarked that he had some very positive news about the pool revenue stream, saying that for the first two weeks they generated over thirty thousand dollars, while the entire season last year was only twenty-three thousand dollars in revenue. He went on to say that they won't sustain at that level, but the board feels good about the revenue stream, as they heard the pool has been extremely busy with both public swim and private rentals. He stated that the SPRSA board voted the night before to extend the swim season on a limited basis through September, contingent upon

issues with the contractor and completing things, which would allow the high school swim teams to utilize the pool in September at more favorable hours than what they get using Lions Pool.

Council Member Tierney inquired as to the earliest that SPRSA would run another levy request.

Council Member Bell replied that they could run one in February, although he didn't think that likely, and that they would likely wait until next August as they wouldn't generate any income from that levy to operate next summer anyway. He noted that the cost of running one in February is higher than running it during a primary or general election.

Council Member Burke asked if they would be doing a public relations campaign, as the failed levy clearly showed a disconnect between the voters and SPRSA that he felt could be addressed.

Council Member Bell responded that it was too early in the process to say what the board would determine to do, but they understand the need to do something a little bit different. He noted that there was a citizens committee that meets separate from the SPRSA board, but he doesn't attend those meetings due to a quorum issue.

Council Member Matson commented that she did stay for the other meeting last night, and that a lot of conversation revolved around identifying the issues and working to overcome them.

3. City Administrator

City Administrator Wayman said that as soon as the time period closes on the city attorney position they would be discussing the applications received, with the intent of bringing their selection to the next Council Meeting for approval. He briefly discussed the Larson property located at the corner of Wenas Road and West Goodlander Road, saying that they have a property description and appraisal done on the slice of Well No. 7 property to be purchased and are working on the deeds, tax affidavit, short plat exemption, and development agreement. He went on to say that they were having right of way issues with Pacific Power, and when everything had been completed it would come to Council for approval, with the sale immediately following. He commented that they would be receiving the Council Retreat agenda via email, and that they should expect to work from 8:30am straight through to 4:30pm.

4. Boards **None**

5. Mayor

Mayor Raymond expressed her appreciation for the hard work done by the department heads.

Council took a five minute recess.

P. Executive Session

1. 15 Minute Session – Potential Litigation RCW 42.30.110 (1)(i)

Council went into Executive Session at 4:51pm. At 5:06pm, Council went back on the record. Mayor Raymond stated that no action was taken during the Executive Session.

Q. Adjournment

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

The meeting adjourned at 5:06pm.

Sherry Raymond, Mayor

John Tierney, Council Member

Roger Bell, Council Member

EXCUSED
Russell Carlson, Council Member

EXCUSED
Diane Underwood, Council Member

Jacquie Matson, Council Member

Kevin Wickenhagen, Council Member

Jeremy Burke, Council Member

ATTEST:

Dale E. Novobielski, Clerk/Treasurer



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting	Action Item
8/27/2019	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
8/27/2019 L – 1

Title: Public Hearing to consider the adoption of the “Selah Transit Development Plan” for the six-year plan 2020-2025.

From: Joe Henne, Public Works Director

Action Requested: Public Hearing - Open Record

Staff Recommendation:

Conduct a Public hearing.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: Although this is a six year plan it must be updated yearly with an annual report from the previous year and a description and projected budget for the following six. Attached is the Selah Transit Plan.

Recommended Motion: Hold a Public Hearing to consider the adoption of the “Selah Transit Development Plan”



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
8/27/2019 N – 1

Title: Resolution authorizing the adoption of the “Selah Transit Development Plan” for the six-year plan 2020-2025.

From: Joe Henne, Public Works Director

Action Requested: Approval

Staff Recommendation: For the Council authorize the mayor to sign a Resolution to adopt the “Selah Transportation Development Plan 2020 to 2025”

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: Although this is a six year plan it must be updated yearly with an annual report from the previous year and a description and projected budget for the following six. Attached is the Selah Transit Development Plan 2020 to 2025.

Recommended Motion: For the Council to authorize the mayor to sign a Resolution adopting the “Selah Transportation Development Plan 2020 to 2025”.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ADOPTION OF THE
“SELAH TRANSIT DEVELOPMENT PLAN” FOR THE SIX-
YEAR PLAN 2020-2025**

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

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

WHEREAS, the City held a public hearing August 27, 2019 to invite comments; and,

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

The Selah City Council, has authorized the Mayor to sign a Resolution adopting the "Selah Transit Development Plan" for the Six-year Plan 2020- 2025

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, THIS 27th DAY OF AUGUST, 2019.

ATTEST:

Sherry Raymond, Mayor

Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney



Selah Transit Development Plan 2020-2025 and 2019 Annual Report

Selah Transit
Operated by Medstar Transportation
1904 Fruitvale Blvd
Yakima, WA 98902
(509) 248-2004

Public Hearing

Adopted by the City of Selah Council

Submitted to WSDOT

Acknowledgements:

City of Selah

Don Wayman, City Administrator
Joe Henne, Public Works Director
Dale Novobielski, Treasurer

Prepared by:

Medstar Transportation
1904 Fruitvale Blvd, Yakima, WA 98902

Contact person: Betsy Dunbar
Director of Transportation Success
Email - betsy@gomedstar.com PH 509-248-2004

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Section 1: Introduction

The Transportation Development Plan 2020 - 2025 provides updated information and forecasts to the Washington State Department of Transportation on Selah Transit's 2019 components and accomplishments as well as proposed action strategies for 2020 to 2025.

This document is also used to notify the public about projects which have been completed, are in process, or are planned for the future. Following a public hearing the Selah City Council will approve this plan prior to this document going into effect.

Section 2: History

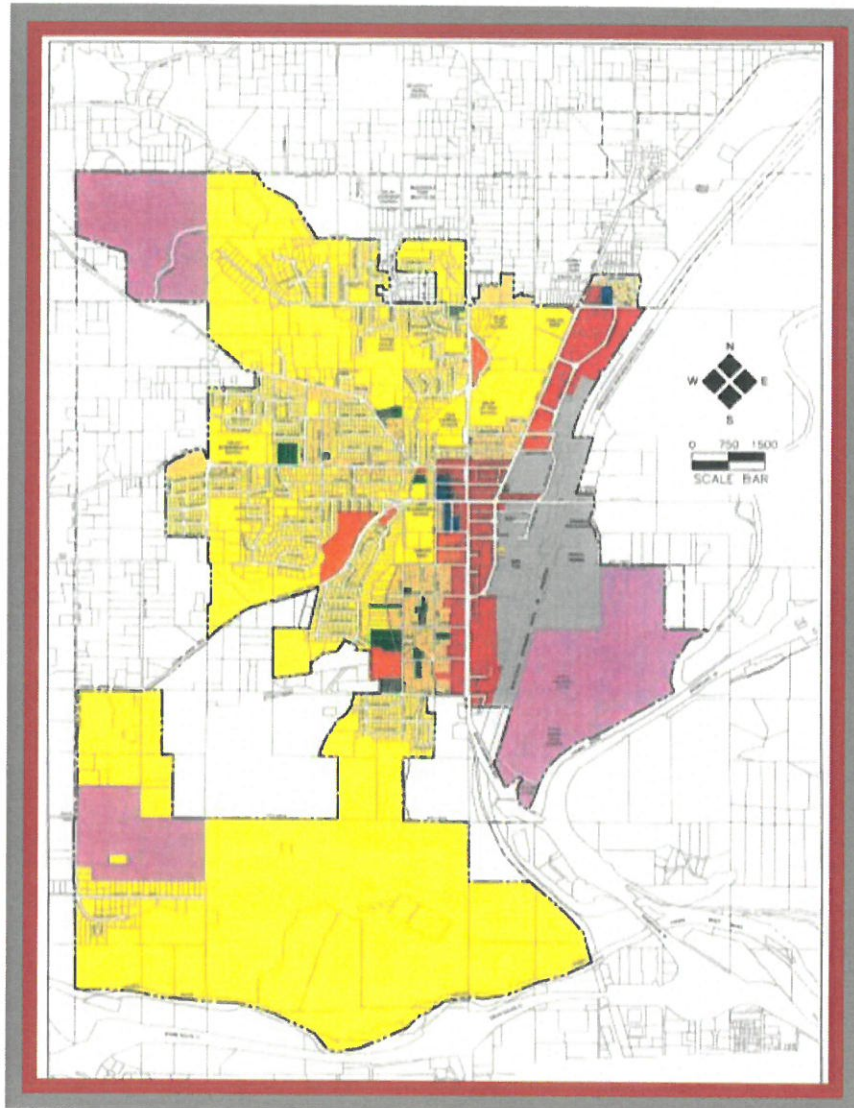
Selah was officially incorporated on April 3, 1919. Selah has a strong mayor form of government. Selah's base economic activity primarily consists of fruit warehousing/processing facilities due to the proximity of fruit orchards in the nearby Wenas Valley and access to regional railroad and roadway systems for shipment to markets.

Selah's Transit services are funded by a voter-approved 0.3% sales tax in 2007. In 2009 the City of Selah began public transit service through a contract with Yakima Transit providing fixed route and ParaTransit services. In May 2018 the City of Selah ended its contract with Yakima Transit and contracted with Medstar Transportation to provide both fixed route and paratransit services.

Section 3: Location

Selah covers 4.37 square miles (2796.5 acres), with a population of 7,965. It is located in Yakima County, which spans 4,296.1 square miles – the second largest land area and seventh largest population area in Washington State, with a population of 243,231.





Section 4: Organization

Selah Transit is a municipal transit system as authorized in RCW 35.58.2795.

Selah Transit is governed by the Selah City Council.

Selah Transit is a municipal transit system as authorized in RCW 35.58.2795 and is located in Yakima County. The City of Selah does not have any transit-specific employees dedicated to Selah's Transit operations. Selah's transit-related staff consists of administrative personnel that support the City as a whole, including positions from City Hall and Public Works. Selah Transit contracts transit services for both fixed route and paratransit ADA services with the Medstar Transportation is overseen by the Selah Public Works Director.

As of 08/01/2019 Selah Transit's contractor employed:

- 2 full time employees in the operations division
- 7 full time equivalents in the Dial-A-Ride Paratransit division
- 1 full time equivalent in the maintenance division
- 1 full time equivalent in the administration division
- .5 full time equivalent employed by The City of Selah transit division
- 11.5 Total Transit employees

Section 5: Physical Plant

The contractor's facility is located at 1904 Fruitvale Blvd., Yakima, WA 98902. The building is owned by their contracted services provider Medstar Transportation



Section 6: Service Characteristics

Selah Transit operates 2 fixed route buses. The Selah Route operates within the City of Selah Monday through Friday from 6:45 a.m. to 5:50 p.m. and Saturday from 10:30 a.m. to 5:07 p.m. The Selah/Yakima Route operates Monday through Friday from 6:30 a.m. to 6:33 p.m. and Saturdays from 10:30 a.m. to 4:31 p.m. Each route has a midday break in the schedule.. There is no fixed route services on Sunday or federal holidays.

Dial-A-Ride Paratransit service operates the same service hours as the fixed route service.

For further details on our local fixed route services or Dial A Ride rules and applications, please visit us at <https://selahwa.gov> or www.gomedstar.com or see the back section of the Yakima Transit Bus book.

The vehicles are owned and operated by Medstar Transportation and include a combination of ADA accessible passenger cutaway chassis vehicles and Grand Caravan minivans. Because all vehicles used in the provision of transit services are purchased and owned by the contractor and not the City of Selah, there is no listing for capital expenditures for buses in this plan. When vehicles are listed as additions to or replacements of vehicles

used for transit purposes, it is for fleet description only and no Capital funds are used at this time but could be considered in the future.

Selah Transit Fare Structure per Boarding (effective January 1, 2019)

Fixed Route Day Pass - Selah Residents.....	\$1.00
Fixed Route Monthly Pass - Selah Residents 18 and older.....	\$15.00
Fixed Route Day Pass - Non Selah Residents.....	\$1.00
Fixed Route Monthly Pass - Non Selah Residents 18 and older.....	\$30.00
Fixed Route Monthly Youth Rate for 6 to 18 years old.....	\$10.00
Dial A Ride Boarding.....	\$2.00
Dial A Ride Ticket Books.....	\$20.00
Children Under 6.....	Free

Section 7: Service Connections

Selah Transit connects with Yakima Transit routes 3 and 4 at 40th Ave and N 16th Ave. It also connects with route 7 at 40th Ave and Route 8 at N 16th Ave. Selah Transit connects with Union Gap Transit at the Sears passenger shelter on Valley Mall Blvd and Main St as well as connections with Pahto Public M-F at 10:45 a.m., 2:30 p.m and again at 5:10 p.m. These connector routes meet up with the Ellensburg Commuter, CWA Airporter Shuttle for trips to Seattle, and the Community Connector for trips throughout Yakima County as well as connections to Ben Franklin Transit.

Selah Transit offers Dial A Ride services within the City of Selah and to and from the city limits of Yakima and Union Gap.

Section 8: Service Development & Improvements

- The contractor will continue to work closely with the City of Selah and its residents to promote Selah Transit with an emphasis on increasing the fixed route ridership. Use surveys to improve routes.
- The contractor will work with the City of Selah to promote local businesses.
- Use innovative software to streamline operations and efficiencies.
- Mobility management.
- Micro Transit to transport residents to fixed route connections.

Section 9: Selah Transit Development Plan & WSDOT - Operating & Investment Guidelines:

Preservation: Continue to meet all the requirements of the ADA as it applies to fixed route and paratransit services. Maintain or increase levels of service, and try to add more alternative fuel or hybrid vehicles.

Safety: The continued modernization of the vehicle fleets including fleet software will improve system safety by enlisting the latest safety related technology, securement and maintenance systems. The installation of new bus shelters will also improve system safety by providing a waiting area that is both well lit and away from traffic.

Mobility: All Selah Transit vehicles are ADA accessible vehicles equipped with Q'Straint securement systems. This allows total accessibility for those who can access the fixed route systems as well as for those residents who use paratransit services.

Environment: By the year 2025, we hope to have converted all transit vehicles to hybrid or alternative fuel technology to enhance a healthy community, promote energy conservation and protect our environment.

Stewardship: It is the intent of Selah Transit, to work towards greater efficiency and to improve the quality of our on demand transportation services with efficient routes and studies for a future investment in micro transit services for local and outlying businesses. This could include an on demand rider App which allows riders to easily view the ETA of each vehicle in real time.

Section 10: Plan Assumptions

Population – According to the 2017 census report, the population of the Selah Transit service area is 7,965.

1. **Sales Tax** – We are expecting Sales Tax to remain constant through 2025.
2. **Inflation Factor** - Medstar Transportations wage and salary costs will increase by 3.6% to 11.2% per year throughout the plan due to Washington State Minimum Law changes. All other costs will increase at estimated 1.00% per year throughout the plan.
3. **Fixed Route Bus Service** In 2019 Selah Transit will provide approximately 5,581 hours of revenue service. Ridership will be consistent through 2025.



Figure 1: Monthly Ridership

Depicts the month ridership totals since the implementation of services by Medstar Transportation since May 2018 through April 2019.

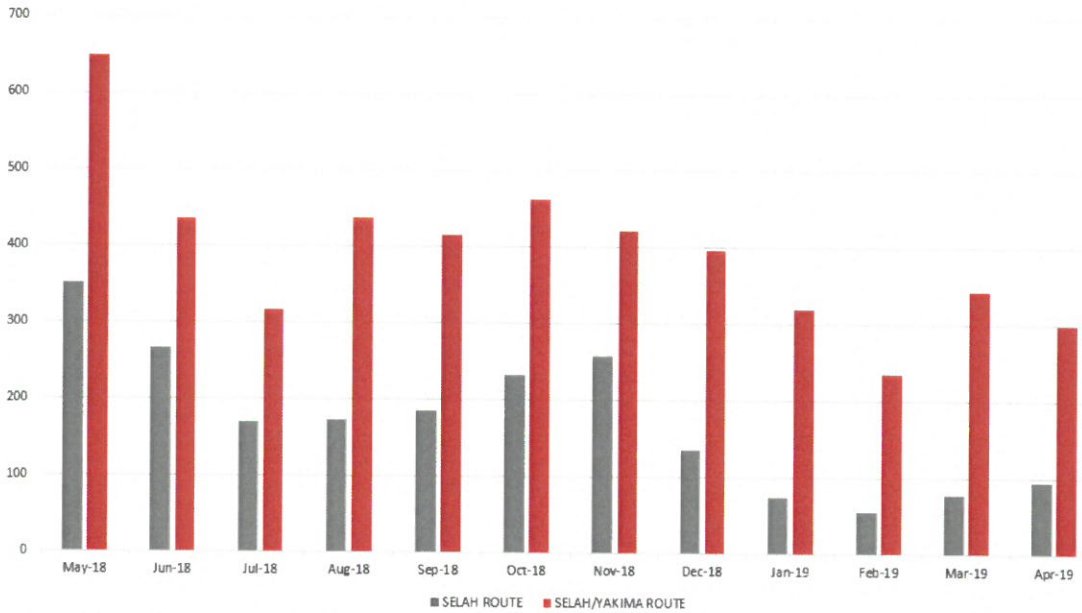


Figure 2: Selah Transit Route Daily Average by Month

The graph depicts boardings/exits per day by an average by month from May through April 2019. Example: The month of May averages a total of 37 boardings/exits a day.

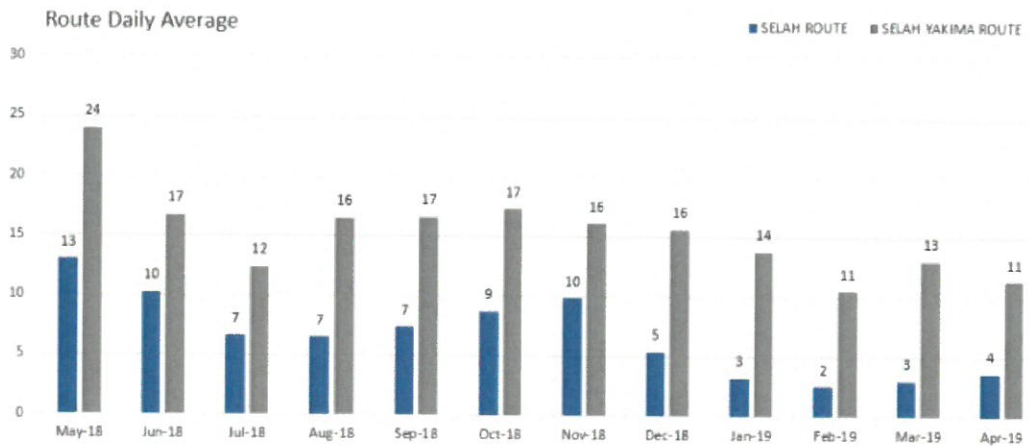


Figure 3: Ridership data sampling from May 2018 through April 2019

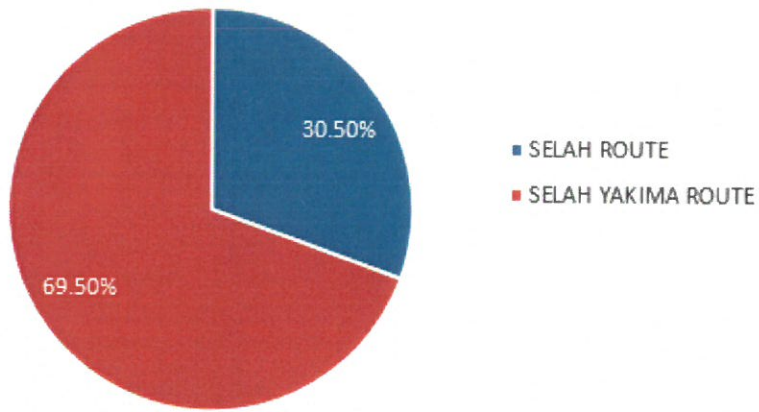
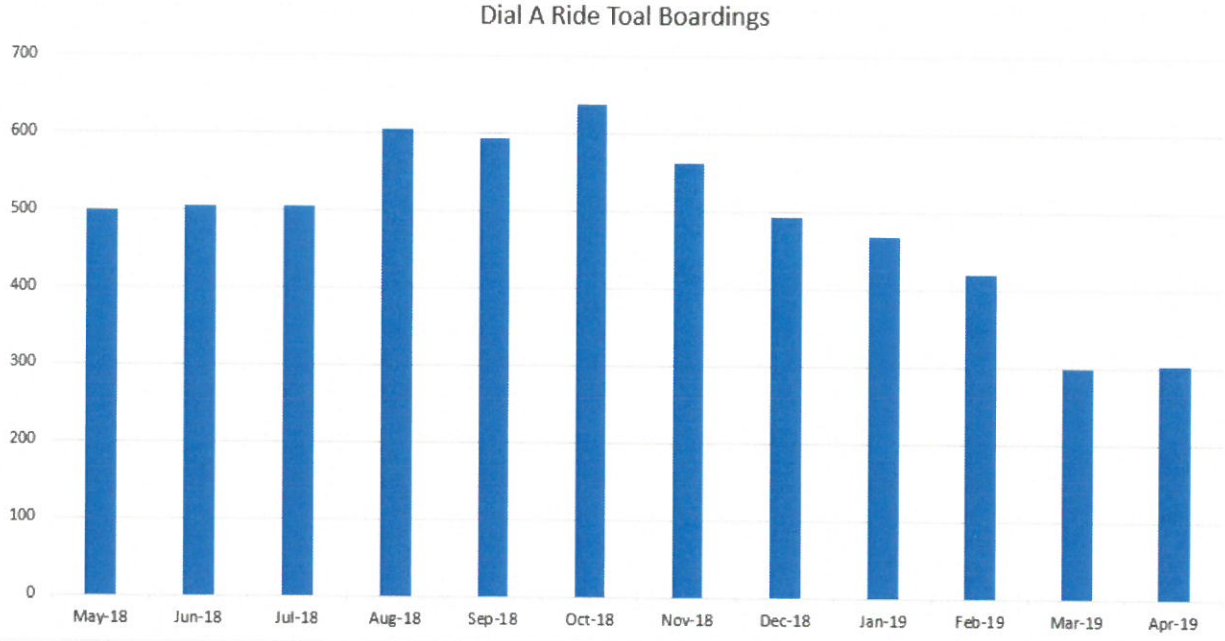


Figure 4: Dial-A-Ride ADA Paratransit Service

Selah Transit will provide 5,224 revenue hours of service in 2019, and forecast it will increase at a rate of 1% each year through 2025.



Dial A Ride Total Boardings May 2018 though April 2019



Section 11: Operating Data 2019 Actual - 2020 – 2025 Estimated

Fixed Route Service	2019	2020	2021	2022	2023	2024	2025
Revenue vehicle miles	103,543	103,543	103,543	103,543	103,543	103,543	103,543
Total vehicle miles	116,340	116,340	116,340	116,340	116,340	116,340	116,340
Revenue vehicle hours	5,581	5,581	5,581	5,581	5,581	5,581	5,581
Total vehicle hours	5,860	5,860	5,860	5,860	5,860	5,860	5,860
Passenger trips	4,230	4,272	4,315	4,358	4,402	4,446	4,490
Fatalities	0	0	0	0	0	0	0
Reportable injuries	0	0	0	0	0	0	0
Collisions	0	0	0	0	0	0	0
Gasoline fuel Consumed (gal)	15,247	15,247	15,247	15,247	15,247	15,247	15,247
Dial-A-Ride Service							
Revenue vehicle	51,249	51,762	52,279	52,802	53,330	53,863	54,402

Miles							
Total vehicle miles	57,583	58,159	58,741	59,328	59,921	60,521	61,126
Revenue vehicle hours	5,224	5,224	5,224	5,224	5,224	5,224	5,224
Total vehicle hours	5,870	5,870	5,870	5,870	5,870	5,870	5,870
Passenger trips	3,396	3,430	3,464	3,499	3,534	3,569	3,605
Fatalities	0	0	0	0	0	0	0
Reportable injuries	0	0	0	0	0	0	0
Collisions	0	0	0	0	0	0	0
Gasoline fuel Consumed (gal)	2,854	2,882	2,911	2,940	2,970	2,999	3,029

Selah Transit - Operating Revenues and Expenditures 2019-2025

All figures in whole dollars

Year	2019	2020	2021	2022	2023	2024	2025
Beginning Balance	222,398	192,945	191,119	189,407	187,789	186,250	184,770
Revenues							
Sales Tax	420,000	426,300	432,695	439,185	445,773	452,459	459,246
Federal Operating Grants							
WSDOT Grants							
Other	1,900	1,900	1,900	1,900	1,900	1,900	1,900
Total Available	644,298	621,145	625,714	630,491	635,462	640,609	645,916
Operating Expenses							
Contracted Fixed Route	204,463	206,507	208,573	210,658	212,765	214,892	217,041
Contracted Paratransit ADA	72,832	73,560	74,295	75,038	75,789	76,547	77,312
Contracted Commuter YAK-ELL	16,000	16,160	16,322	16,485	16,650	16,816	16,984
Administration	129,559	132,798	136,118	139,521	143,009	146,584	150,249
Total Expenses	422,853	429,025	435,307	441,702	448,212	454,839	461,587
Net Cash Available	221,445	192,119	190,407	188,789	187,250	185,770	184,329
Capital Revenue							
Sales Tax Revenue	10,000	10,000	10,000	10,000	10,000	10,000	10,000

WSDOT Grant - Capital							
Other							
Total Capital Revenue	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Capital Expenditures							
Minor Equipment							
Facilities	11,000	11,000	11,000	11,000	11,000	11,000	11,000
Shelters/Benches/Signs							
Transfer Out OP	27,500						
Total Capital Expenditures	38,500	11,000	11,000	11,000	11,000	11,000	11,000
Ending Cash Balance 12/31	192,945	191,119	189,407	187,789	186,250	184,770	183,329

Section 12: List of Equipment

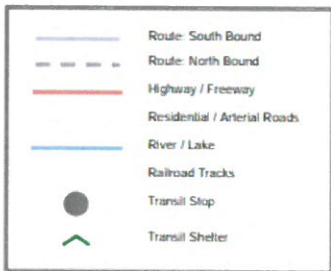
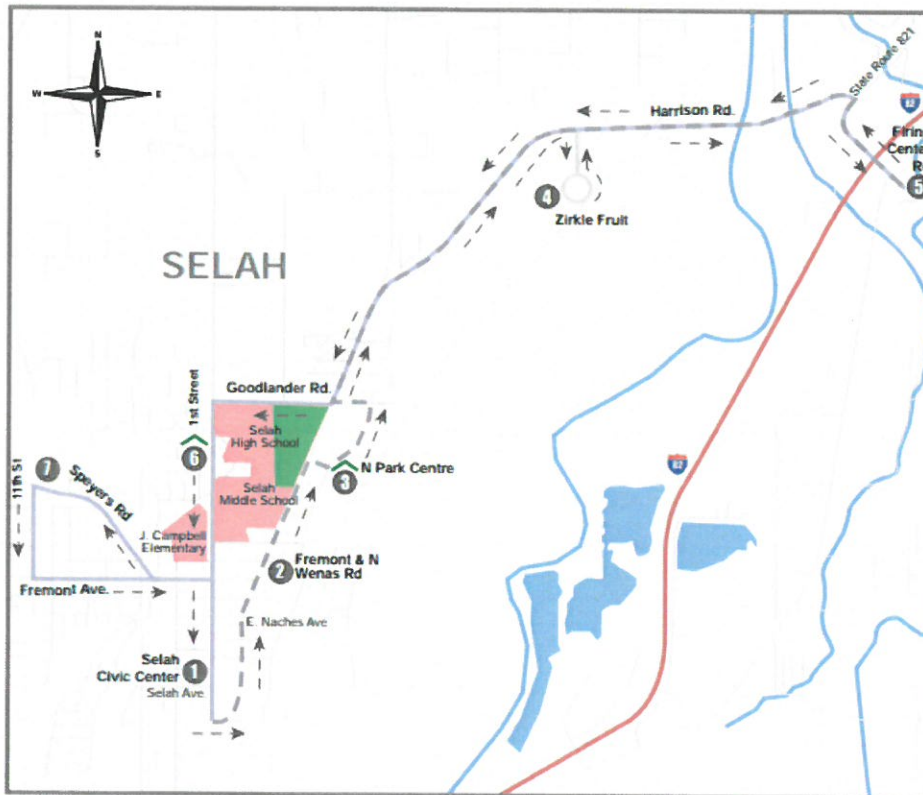
Year	Make	Model	VIN #	Seats	Lift/Ramp	Vehicle #
2001	Ford	E-350	1FDWE35L41HB26683	8	YES	111
2017	Ford	E-350	1FDEE3FS6HDC15500	12	YES	112
1993	Ford	E-350	1FDKE30G2PHB98810	12	YES	113
2006	Ford	E-350	1FDWE35L16DA47499	11	YES	115
2017	Dodge	Grand Caravan	2C4RDGBG5HR860010	3	YES	77

Section 13: Route Maps, Schedules and Rules

Selah Route



SELAH ROUTE



All routes served by lift-equipped buses

Bus stops generally every 2 blocks on the route

SELAH LOCATIONS SERVED: Goodwill Store, Tree Top, Viking Village, North Park Centre, Zirkle Fruit, Firing Center Road Park & Ride, Selah High School, Selah Middle School, John Campbell Elementary, Yakima Valley School, Selah Intermediate School, Selah City Hall, Selah Civic Center.

46 For Selah Transit information, call 619-1639



Selah Transit

Selah Route - Monday thru Friday | Ruta de Selah - Lunes a Viernes

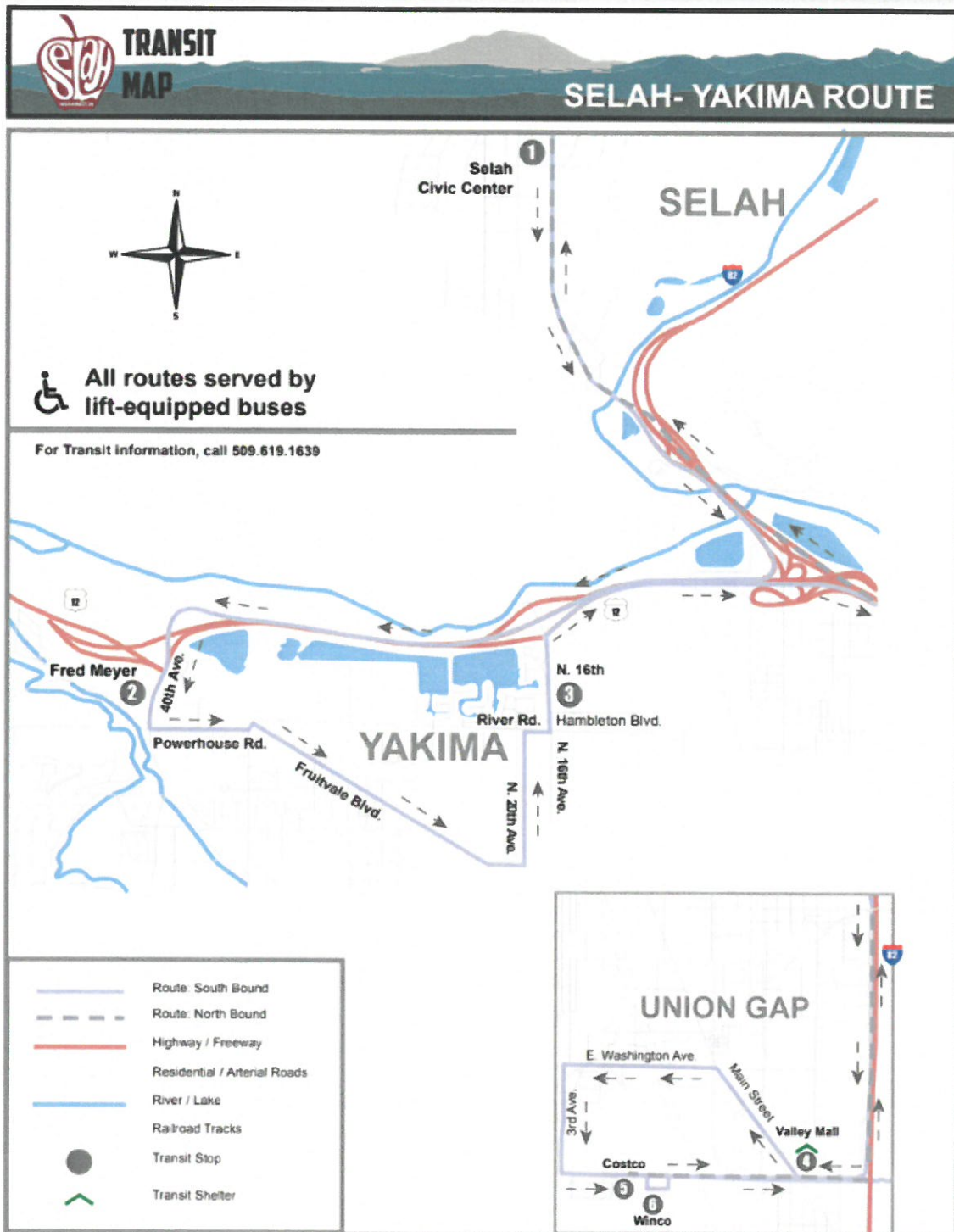
	Selah Civic Center	Fremont & N. Wenas Rd.	North Park Centre	Zirkle Fruit	Selah Firing Ctr. Rd. Park & Ride	Selah High School N. 1st St.	Speyers Rd. & 11th St.	Selah Civic Center
AM	6:45	6:52	6:54	6:57	7:02	7:05	7:10	7:15
	7:20	7:27	7:29	7:32	--	7:37	7:42	7:47
	7:52	7:59	8:01	8:04	--	8:09	8:14	8:19
	8:24	8:31	8:33	8:36	--	8:41	8:46	8:51
	8:56	9:03	9:05	9:08	--	9:13	9:18	9:23
	9:28	9:35	9:37	9:40	--	9:45	9:50	9:55
	10:00	10:07	10:09	10:12	--	10:17	10:22	10:27
	10:32	10:39	10:41	10:44	--	10:49	10:54	10:59
	11:04	11:11	11:13	11:16	--	11:21	11:26	11:31
PM	1:30	1:37	1:39	1:42	--	1:47	1:52	1:57
	2:02	2:09	2:11	2:14	2:19	2:22	2:27	2:32
	2:37	2:44	2:46	2:49	--	2:54	2:59	3:04
	3:09	3:16	3:18	3:21	--	3:26	3:31	3:36
	3:41	3:48	3:50	3:53	3:58	4:01	4:06	4:11
	4:16	4:23	4:25	4:28	--	4:33	4:38	4:43
	4:48	4:55	4:57	5:00	5:05	5:08	5:13	5:18
	5:23	5:30	5:32	5:35	--	5:40	5:45	5:50

Selah Route - Saturday | Ruta de Selah - Sábado

	Selah Civic Center	Fremont & N. Wenas Rd.	North Park Centre	Zirkle Fruit	Selah Firing Ctr. Rd. Park & Ride	Selah High School N. 1st St.	Speyers Rd. & 11th St.	Selah Civic Center
AM	10:30	10:37	10:39	10:42	--	10:47	10:52	10:57
	11:02	11:09	11:11	11:14	--	11:19	11:24	11:29
	11:34	11:41	11:43	11:46	--	11:51	11:56	12:01
PM	2:00	2:07	2:09	2:12	--	2:17	2:22	2:27
	2:32	2:39	2:41	2:44	--	2:49	2:54	2:59
	3:04	3:11	3:13	3:16	--	3:21	3:26	3:31
	3:36	3:43	3:45	3:48	--	3:53	3:58	4:03
	4:08	4:15	4:17	4:20	--	4:25	4:30	4:35
	4:40	4:47	4:49	4:52	--	4:57	5:02	5:07

For Selah Transit information, call 619-1639 47

Selah - Yakima Route





Selah Transit

Selah/Yakima Route - **Monday thru Friday** | Ruta de Selah y Yakima - Lunes a Viernes

	Departs Selah Civic Center	Fred Meyer	North 16th Ave.	Valley Mall	Costco	Winco	Arrives Selah Civic Center
AM	6:30	6:40	6:48	7:00	--	--	7:13
	7:18	7:28	7:36	7:48	--	--	8:01
	8:06	8:16	8:24	8:36	--	--	8:49
	8:54	9:04	9:12	9:24	--	--	9:37
	9:42	9:52	10:00	10:12	10:19	10:24	10:40
	10:45	10:55	11:03	11:15	11:22	11:27	11:43
PM	1:45	1:55	2:03	2:15	2:22	2:27	2:43
	2:48	2:58	3:06	3:18	3:25	3:30	3:46
	3:51	4:01	4:09	4:21	4:28	4:33	4:49
	5:50	6:00	6:08	6:20	--	--	6:33

Selah/Yakima Route - **Saturday** | Ruta de Selah y Yakima - Sábado

	Departs Selah Civic Center	Fred Meyer	North 16th Ave.	Valley Mall	Costco	Winco	Arrives Selah Civic Center
AM	10:30	10:40	10:48	11:00	11:07	11:12	11:28
	11:33	11:43	11:51	12:03	12:10	12:15	12:31
PM	2:30	2:40	2:48	3:00	3:07	3:12	3:28
	3:33	3:43	3:51	4:03	4:10	4:15	4:31

For Selah Transit information, call 619-1639 49



TELEPHONE INFORMATION HOURS:

Monday - Friday: 7 AM - 6 PM • Sat: 8 AM - 6 PM • Sun: 8 AM - 4 PM

RIDER NOTICE - Beginning January 1, 2019 to ride the Selah Transit buses you will need to purchase a bus pass for individual rides or a monthly bus pass. The cost for individual bus passes is 1.00 per day. Monthly bus passes will be \$30.00 for non-Selah residents and \$15.00 for Selah residents. Dial A Ride ticket books will also be available for purchase for those who qualify to use Selah Dial A Ride. Dial A Ride tickets will be \$2.00 per boarding and ticket books will be available for \$20.00. Bus passes and Dial A Ride ticket books will be available for purchase at Selah City Hall, the Selah Civic Center, Medstar Transportation as well as from the Selah Transit Drivers. Children 6 and under ride free.

ACCESSIBILITY- All transit buses are wheelchair accessible.

All of Selah Transit's buses are lift-equipped to accommodate our passengers using mobility devices such as wheelchairs.

BUS STOPS- See map or call 619-1639 for assistance.

LOST AND FOUND- Lost items are held for 30 days.

BICYCLES

Our transit buses are equipped with bike racks.

Selah Transit assumes no liability for damage or theft when using bike racks. Use the bike racks at your own risk and monitor your bike when it is on the racks. Please follow the bike rack instructions when loading/unloading.

LOADING YOUR BIKE

1. Pull up to release arm & allow it to drop down slowly.
2. Lift bike onto rack putting bike in the inside slot first.
3. Raise support arm over top of front tire & release to fit over tire making sure support arm is resting on tire not metal.

UNLOADING YOUR BIKE- (inform driver you need to unload bike)

1. Raise arm off the tire & allow it to drop down slowly.
2. Lift bike out of rack.
3. If there is no other bike in the rack, fold the rack up by raising it to the upright position.

RIDING GUIDELINES-

- Shirts and shoes are required
- State law prohibits smoking on the bus
- Take seat quickly & stay seated while the bus is moving
- State law requires the use of seat belts
- No eating, drinking or listening to music w/out headphones
- Keep feet and carry-on items including strollers out of the aisles
- Non service animals must be in cages
- Children under 6 must be with an adult or older child
- No profanity or rude behavior allowed on the bus
- Bikes must be in bike racks. No rollerblades
- The first few seats are reserved for the elderly and riders with special mobility needs. Please give up those seats when requested.
- Please let the driver know ahead of time if you want to get off the bus, and after exiting, wait for the bus to leave before crossing the street.
- Flag stops will only occur when the driver feels it is safe to do so.

SELAH DIAL-A-RIDE-

This program is a great way for Selah residents with mental or physical disabilities, temporary injury or illness to travel when needed within the cities of Union Gap, Selah, and Yakima. In order to become eligible to ride Dial-A-Ride each applicant must complete & submit an application which includes a medical evaluation of their disability, temporary injury or illness. For an application call 509-619-1639.

INFORMACIÓN TELEFÓNICA :

Lunes a Viernes: 7 AM - 6 PM • Sáb: 8 AM - 6 PM • Dom: 8 AM - 4 PM

AVISO AL CLIENTE - Comenzando el 1 de Enero de 2019 para viajar en los autobuses de tránsito Selah tendrá que comprar boletos para paseos individuales o un pase de autobús mensual. El costo del boleto de autobús individual es \$1.00 por día. Los boletos de autobús costarán \$30.00 para los clientes que no son residentes de Selah y \$15.00 para los que si son residentes de Selah. Los libros de boletos del servicio de Selah Dial A Ride también estarán disponibles para la compra para aquellos que califiquen para usar Selah Dial A Ride. Los boletos para Selah Dial A Ride costarán \$2.00 por embarque y los libros de boletos estarán disponibles por \$20.00. Los pases de autobús y los boletos de viaje para Selah Dial A Ride estarán disponibles para su compra en el City Hall de Selah, el centro cívico de Selah, en la oficina de Medstar, y también estarán disponibles con los conductores del tránsito de Selah. Niños menores de 6 años viajan gratis.

SERVICIOS ACCESIBLES - Todos los autobuses de tránsito son accesibles para minusválidos. Todos los autobuses de tránsito de Selah son equipados con elevadores para dar cabida a nuestros pasajeros que utilizan dispositivos de movilidad como sillas de ruedas.

BUS STOPS- Ver mapa o llame al 619-1639 para obtener ayuda.

ARTÍCULOS PERDIDOS- Objetos perdidos y fundadores perdidos se llevan a cabo durante 30 días.

BICICLETAS

Nuestros autobuses de tránsito están equipados con bastidores de bicicletas. Selah Transit asume ninguna responsabilidad por daños o robo cuando se utiliza bastidores de bicicletas. Usa los bastidores de bicicletas a su propio riesgo y controlar su bicicleta cuando está en los bastidores. Por favor, siga las instrucciones portabicicletas cuando se carga / descarga.

CARGAR LA BICICLETA

1. Ponga hacia arriba para liberar el brazo y permitir que caiga abajo lentamente.
2. Levante la bicicleta sobre la rejilla poniendo en bicicleta en el interior de la ranura por primera vez.
3. Levante el brazo de soporte sobre la parte superior del neumático delantero y de liberación para encajar en fabricar neumáticos brazo de soporte seguro está descansando en el neumático no metálica.

DESCARGA DE SU BICICLETA - (informar controlador que necesita para descargar bicicleta)

1. Levantar el brazo de la llanta y la deje caer hacia abajo lentamente.
2. Levante la bicicleta fuera del bastidor.
3. Si no hay otra bicicleta en el estante, el estante veces por elevándolo a la posición vertical.

REGLAS PARA VIAJAR

- Se requieren camisas y zapatos
- La ley estatal prohíbe fumar en el autobús
- Tome asiento rápidamente y permanecer sentado mientras el autobús está en movimiento
- La ley requiere el uso de cinturones de seguridad
- No se permite comer, beber o escuchar música de entrada / salida de auriculares
- Mantenga los pies y el equipaje de mano, incluyendo sillas de paseo fuera de los pasillos
- Animales no disponen del servicio deben estar en jaulas
- Los niños menores de 6 años deben estar acompañados por un adulto o un niño mayor
- No hay malas palabras o comportamiento grosero permitido en el autobús
- Las bicicletas deben estar en bastidores de bicicletas. No hay patines
- Los primeros asientos están reservados para los ancianos y los corredores con necesidades especiales de movilidad. Por favor, renunciar a esos asientos cuando se le solicite.
- Por favor, deje saber al conductor antes de que se quiera bajar del autobús, y después de salir, esperar a que el autobús para salir antes de cruzar la calle.
- Las paradas de bandera sólo se producirán cuando el conductor considere que es seguro hacerlo.

SELAH DIAL-A-RIDE- Este programa es una gran manera para que los residentes de Selah con discapacidades mentales o físicas, daño temporal o enfermedades de viajar cuando sea necesario dentro de las ciudades y Union Gap, Selah, y Yakima. Con el fin de ser elegibles para montar Dial-A-Ride cada solicitante debe completar y presentar una solicitud que incluye una evaluación médica de su discapacidad, lesión o enfermedad temporal. Para una aplicación llame a 574-8000.

For Selah Transit information, call 619-1639 45



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
8/27/2019 N – 2

Title: A Resolution Authorizing the Mayor to sign Task Order 2019-09 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Professional Engineering and Construction Services for the Well 6 and Zone 3 Booster Pump Station Rebuild Project.

From: Joseph K. Henne, Public Works Director

Action Requested: Approval

Staff Recommendation: Staff is requesting the City Council approve the Mayor to sign Task Order 2019-04 between the City of Selah and HLA Engineering and Land Surveying Inc., to provide Professional Engineering and Construction Services for the Well 6 and Zone 3 Booster Pump Station Rebuild Project.

Fiscal Impact: \$54,000.00

Funding Source: 411

Background / Findings & Facts: the City of Selah desires to rebuild the existing Well No. 6 and Zone 3 Booster Pump Station that was severely damaged in December 2018 due to fire. The City has declared an emergency and plans to have the facility rebuilt as soon as possible. This well and pump station is one of the primary sources of water supply to the City and upper pressure zones of the City distribution system. Temporary repairs have been made by the City, but permanent restoration of the facility to original condition must be completed as soon as possible to maintain reliable water supply.

Recommended Motion: To approve the resolution as presented.

RESOLUTION NO. _____

Resolution authorizing the Mayor to sign Task Order 2019-09 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Professional Engineering and Construction Services for the Well 6 and Zone 3 Booster Pump Station Rebuild Project.

WHEREAS, the City of Selah desires to rebuild the existing Well No. 6 and Zone 3 Booster Pump Station that was severely damaged in December 2018 due to fire; and

WHEREAS, the City of Selah has declared an emergency and plans to have the facility rebuilt as soon as possible; 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 Well 6 and Zone 3 Booster Pump Station Rebuild Project.

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 2019-09 between the City of Selah and HLA Engineering and Land Surveying, Inc. for the Well 6 and Zone 3 Booster Pump Station Rebuild Project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 27th day of August 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney

TASK ORDER NO. 2019-09

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC.

PROJECT DESCRIPTION:

Well No. 6 and Zone 3 Booster Pump Station Rebuild
HLA Project No. 19148

The City of Selah (CITY) desires to rebuild the existing Well No. 6 and Zone 3 Booster Pump Station that was severely damaged in December 2018 due to fire. The CITY has declared an emergency and plans to have the facility rebuilt as soon as possible. This well and pump station is one of the primary sources of water supply to the CITY and the upper pressure zones of the CITY distribution system. Temporary repairs have been made by the CITY, but permanent restoration of the facility to original condition must be completed as soon as possible to maintain reliable water supply.

SCOPE OF SERVICES:

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering and construction services for the Well No. 6 and Zone 3 Booster Pump Station Rebuild project (PROJECT). HLA services shall include the following:

1.0 Engineering Design and Final Plans, Specifications, and Estimate

- 1.1 Perform field investigations necessary to design the pump station building repairs. One (1) field investigation/site visit is anticipated to gather necessary information for design of the identified improvements. Electrical system design is not anticipated to be required for this project. The electrical system will be replaced with like materials and equipment in accordance with NEC requirements and will be identified in bid documents. If electrical system design is required due to changes in process design, it will be considered additional services.
- 1.2 Prepare preliminary design plans and specifications for review and approval by the CITY. Preliminary plans will be distributed electronically for review. One (1) meeting will be held to review and discuss the preliminary plans with CITY staff.
- 1.3 Prepare final design plans, specifications, and estimate for publicly-bid improvements, as authorized by the CITY.
- 1.4 Furnish one (1) electronic copy and one (1) hard copy of the final documents to the CITY and Washington State Department of Health (DOH) for review and approval.
- 1.5 Incorporate CITY and DOH review comments into final construction plans and contract documents.
- 1.6 Upon authorization from the CITY, furnish electronic copies of the final documents suitable for bidding. It is anticipated that one (1) complete set of plans and specifications for one (1) bid call/solicitation will be prepared. Additional bid packages will be considered additional services. Up to five (5) printed copies of the contract documents will be made for later distribution to the CITY and Contractor after contracts are awarded.
- 1.7 Answer and supply such information as requested by prospective bidders.
- 1.8 Prepare and issue addenda, if necessary.

- 1.9 Attend bid opening and participate in prospective bidder evaluation process.
- 1.10 Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- 1.11 Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

2.0 Services During Construction

- 2.1 Prepare and transmit notice of award to the Contractor.
- 2.2 Coordinate execution of construction contract with the CITY and Contractor, including review of bond and insurance requirements.
- 2.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 2.4 Prepare and issue notice to proceed to the Contractor.
- 2.5 Review Contractor's submission of samples and shop drawings, where applicable.
- 2.6 Make periodic site visits to answer contractor questions, observe construction, and confirm that work is being completed in substantial compliance with plans and specifications. A maximum of two (2) site visits per week are estimated to be required for the duration of construction.
- 2.7 Perform measurement and computation of pay items, prepare and file progress reports on the PROJECT with the CITY, and provide monthly progress pay estimates to the CITY. Based on the estimated construction duration, up to three (3) progress pay estimates are anticipated to be prepared by HLA. This estimate includes two (2) progress payments and one (1) final pay estimate.
- 2.8 Administer weekly construction meetings. Based on the estimated construction duration, up to eight (8) weekly construction progress meetings are anticipated.
- 2.9 Consult and advise the CITY during construction and make a final report of the completed work.
- 2.10 The CITY is required to monitor the Contractor's payment of prevailing wage rates. As part of construction services, HLA will monitor General Contractor and Subcontractor compliance with State labor standards during the construction phase of this PROJECT. This work includes checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.
- 2.11 Prepare and submit proposed contract change orders when applicable.
- 2.12 Perform final PROJECT walk-through with the CITY and Contractor, and issue final punch list.
- 2.13 Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the resident engineer and Contractor. If as-built drawings from the Contractor are not received by HLA within thirty (30) calendar days from the date of the letter of recommendation of project acceptance, HLA will submit the reproducible record drawings to the CITY with a note stating that no as-built information was received by HLA.
- 2.14 Prepare and submit recommendation of project acceptance and Notice of Completion of Public Works Contract (NOC) for CITY review and processing.
- 2.15 Prepare and submit DOH construction completion report and updated water facility inventory (WFI) form, as required.

3.0 Additional Services

- 3.1 Provide professional engineering services for additional work requested by the CITY not included in other Phases of work.

4.0 Items to be Furnished and Responsibility of CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements of the PROJECT.
- 4.2 Assist HLA by placing at their disposal all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- 4.3 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.
- 4.4 Obtain approval of all governmental authorities having jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as may be necessary for completion of the PROJECT. Pay all review fees and costs associated with obtaining such approvals.
- 4.5 Pay for PROJECT bid advertisement costs.
- 4.6 Pay for all necessary building permit fees not paid by the Contractor.

TIME OF PERFORMANCE:

The services described under the various phases of this Agreement shall be completed as follows:

1.0 Engineering Design and Final Plans, Specifications, and Estimate

- 1.1 Plans, specifications, and estimate shall be provided within 60 calendar days after the date of notice to proceed.

2.0 Services During Construction

- 2.1 Engineering services during construction of the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings. A maximum of forty (40) working days has been assumed for the construction of all improvements. Should either Contractor be granted time extensions for construction completion due to recognized delays, requested additional work and/or change orders, engineering services beyond the forty (40) total working days shall be considered additional services.

3.0 Additional Services

- 3.1 Time of completion for work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

For the services furnished by HLA as described under this Agreement, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Engineering Design and Final Plans, Specifications, and Estimate

1.1 All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$22,000.00.

2.0 Services During Construction

2.1 All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$32,000.00.

3.0 Additional Services

3.1 Any additional work requested by the CITY that is not included in other Phases of work shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with the services. HLA will perform the additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out of town travel costs, and outside consultants or engineers.

Proposed: Theodore W. Pooler 8/21/19
HLA Engineering and Land Surveying, Inc. Date
Theodore W. Pooler, PE, Vice President

Approved: _____
City of Selah Date
Sherry Raymond, Mayor



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
8/27/2019 N – 3

Title: Resolution authorizing the Public Works Director to sign a Water Resources Drought Response agreement with the Washington Department of Ecology for \$108,500.00 in grant funds for the City's Well No. 7 Capacity Evaluation and Redevelopment.

From: Joe Henne, Public Works Director

Action Requested: Approval

Staff Recommendation:

Staff is requesting the Public Works Director sign a Water Resources Drought Response agreement with the Washington Department of Ecology for \$108,500.00 in grant funds for the City's Well No. 7 Capacity Evaluation and Redevelopment

Fiscal Impact: \$217,000.00 of which the grant will pay \$108,500.00

Funding Source: 411

Background / Findings & Facts: The City of Selah's Well No. 7 static water level (pressure) has declined significantly in the past few years due to regional drought conditions. This decline has led to a loss of well production capacity and had impacted the City's ability to meet peak system demands. This project will involve cleaning the well and installing a protective liner and screen.

Recommended Motion: Authorize the Public Works Director to sign a Water Resources Drought Response Agreement with the Washington Department of Ecology for \$108,500.00 in grant funds for the City's Well No. 7 Capacity Evaluation and Redevelopment.



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:

6/20/2019

Action Taken:

Submitted application to the Department of Ecology, Washington State

RESOLUTION NO. _____

Resolution Authorizing the Public Works Director to sign a Water Resources Drought Response Agreement with the Washington Department of Ecology for \$108,500.00 in grant funds for the City's Well No. 7 Capacity Evaluation and Redevelopment

WHEREAS, the City of Selah has observed a significant decline in the production capacity of Well No. 7 within the last year with lower static water levels (wellhead pressure) and a reduction in pumping performance. The City desires to proceed with the rehabilitation of the existing well; and

WHEREAS, the City applied for a Water Resources Drought Response Grant for the Well No. 7 Capacity Evaluation and Redevelopment; and

WHEREAS, the Washington Department of Ecology has awarded the City of Selah a grant of \$108,500 for the City's Well No. 7 Capacity Evaluation and Redevelopment; and

NOW THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, the Public Works Director be authorized to sign a Water Resources Drought Response Agreement with the Washington Department of Ecology for \$108,500.00 in grant funds for the City's Well No. 7 Capacity Evaluation and Redevelopment.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 27th day of August, 2019.

Sherry Raymond, Mayor

ATTEST:

Dale Novobielski, Clerk/ Treasurer

APPROVED AS TO FORM:

Robert F. Noe, City Attorney



Agreement No. WRDROU-1923-SelaPW-00005

WATER RESOURCES DROUGHT RESPONSE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SELAH - PUBLIC WORKS

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Selah - Public Works, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	City of Selah Well No.7 Capacity Evaluation and Redevelopment
Total Cost:	\$217,000.00
Total Eligible Cost:	\$108,500.00
Ecology Share:	\$108,500.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/10/2019
The Expiration Date of this Agreement is no later than:	11/01/2019
Project Type:	Domestic

Project Short Description:

The City of Selah's Well No. 7 static water level (pressure) has declined significantly in the past few years due to regional drought conditions. This decline has led to a loss of well production capacity and has impacted the City's ability to meet peak system demands. This project will involve cleaning the well and installing a protective liner and screen.

Project Long Description:

The City of Selah provides potable water to a municipal population of 7,820 (April 1, 2018 population estimate from Office of Financial Management 6/26/2018). To meet system demands, Selah operates six source wells, with a maximum pumping capacity of 5,500 gpm. The City's 2014 Water System Plan (WSP) showed the City's water supply sufficiently serviced the 2,447 residential, industrial, commercial, and government water services relying on the City's water supply.

Agreement No: WRDROU-1923-SelaPW-00005
Project Title: City of Selah Well No.7 Capacity Evaluation and Redevelopment
Recipient Name: City of Selah - Public Works

Selah stores water in eight reservoirs. All wells pump water directly into the three reservoirs in Zone 1. Pressure Zone 2, 3, 4, and 5 reservoirs are fed from Zone 1 through booster pump stations. Well No. 7 is the City's largest source of supply with a maximum capacity of 2,000 gpm. This well accounts for 36% of the City's total well production capacity. A failure at Well No. 7 would have a potentially cascading effect on all zones in the City.

Currently, the well pump is unable to produce more than 800 gpm without cavitating, which is less than half of its original capacity. This significant capacity reduction will have a dramatic impact on the City's ability to meet peak system demands, especially if there is a failure of one of the City's other source wells.

The City has been monitoring wellhead pressures continuously since December 2015. A noticeable decline has been observed over the past few years, but the impacts were not apparent until the production capacity of the well began to be impacted. With the loss of capacity and drought declaration in the WRIA for Selah, it became pressing for the City to quantify effects the drought will have on Selah and plan a course of action to prevent the otherwise eminent failure of Well No. 7.

In May 2019, the City of Selah completed a hydrogeologic assessment that included an evaluation of the observed lower static water level in Well No. 7 and reduction in pumping performance. In summary, the draft hydrogeologic report prepared by Aspect Consulting, LLC, indicates that the reduction in well capacity is primarily due to regional depressurization of the Wanapum aquifer, which is where the City's Well No. 7 withdraws water. To a lesser degree, the report also identified a potential reduction in well efficiency due to a possible obstruction in the bottom of the borehole. The identified changes in aquifer conditions are likely the result of regional drought conditions.

To counteract the declining aquifer conditions and return well pumping capacity, the City plans to clean out the well and install a stainless steel screen and liner to protect the lower reaches of the existing borehole from any future collapse or failure that could impact well production efficiency.

The total estimated project cost is \$217,000. The City of Selah is requesting \$108,500.00 in grant money to aid in rehabilitation of this critical domestic water supply source for the City.

The schedule for completion of this project is aggressive and the City has already performed the preliminary assessments with their City Engineering firm, HLA Engineering and Land Surveying, Inc. (HLA). HLA has worked successfully with Department of Ecology Drought Relief Grant recipients and has experience and the capacity to assist with all stages and tasks contained in the project application. The project will begin immediately upon award, and is expected to be complete by November 1, 2019.

Overall Goal:

Design and redevelop Well No. 7's liner and screen to acquire a maximum sustaining yield needed to avert Well No. 7's anticipated and eminent failure during the drought.

Agreement No: WRDROU-1923-SelaPW-00005
Project Title: City of Selah Well No.7 Capacity Evaluation and Redevelopment
Recipient Name: City of Selah - Public Works

RECIPIENT INFORMATION

Organization Name: City of Selah - Public Works

Federal Tax ID: 91-6001501

DUNS Number: 606701477

Mailing Address: 222 S Rushmore Rd
Selah, WA 98942

Physical Address: 222 S Rushmore Rd
Selah, Washington 98942

Organization Email: joe.henne@selahwa.gov

Organization Fax: (509) 698-7372

Contacts

Agreement No: WRDROU-1923-SelaPW-00005
Project Title: City of Selah Well No.7 Capacity Evaluation and Redevelopment
Recipient Name: City of Selah - Public Works

Project Manager	Joseph Henne Public Works Director 222 South Rushmore Road Selah, Washington 98942 Email: joe.henne@selahwa.gov Phone: (509) 698-7365
Billing Contact	Caroline Fitzsimmons Contract Administrator 2803 River Road Yakima, Washington 98902 Email: cfitzsimmons@hlacivil.com Phone: (509) 966-7000
Authorized Signatory	Joseph Kenneth Henne Public Works Director 222 South Rushmore Road Selah, Washington 98942 Email: joe.henne@selahwa.gov Phone: (509) 698-7365

Agreement No: WRDROU-1923-SelaPW-00005
Project Title: City of Selah Well No.7 Capacity Evaluation and Redevelopment
Recipient Name: City of Selah - Public Works

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Resources
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Resources
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Rusty Post PO Box 47600 Olympia, Washington 98504-7600 Email: rpos461@ecy.wa.gov Phone: (360) 407-6625
Financial Manager	Rose Bennett PO Box 47600 Olympia, Washington 98504-7600 Email: rben461@ecy.wa.gov Phone: (360) 407-6027

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Selah - Public Works

By: _____

By: _____

Mary Verner
Water Resources
Program Manager
Date

Joseph Kenneth Henne
Public Works Director
Date

Template Approved to Form by
Attorney General's Office

Agreement No: WRDROU-1923-SelaPW-00005
 Project Title: City of Selah Well No.7 Capacity Evaluation and Redevelopment
 Recipient Name: City of Selah - Public Works

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$13,900.00

Task Title: Well Redevelopment Design

Task Description:

Perform field investigations necessary to complete design of the well cleaning, liner and screen improvements. Prepare preliminary design plans and specifications. Prepare final design plans, specifications, and estimate for publicly bid improvements. Provide final documents for Department of Health review and approval. Prepare bid documents and manage the bid process to select Contractor. Apply for and obtain any necessary permits or authorizations from Washington Department of Health and Washington State Department of Ecology.

Task Goal Statement:

Complete design of the well cleaning, liner and screen improvements, and prepare bid documents.

Task Expected Outcome:

Well No. 7 redevelopment design and bid documents will be completed and a Contractor will be selected for well cleaning, installation of the liner and screen in the well, and completion of the pumping tests.

Recipient Task Coordinator: Joseph Henne

Well Redevelopment Design

Deliverables

Number	Description	Due Date
1.1	Final design plans, specifications, and estimate (PS&E) for redevelopment of Well No. 7. Apply for and obtain any necessary permits or authorizations.	09/30/2019

Agreement No: WRDROU-1923-SelaPW-00005
 Project Title: City of Selah Well No.7 Capacity Evaluation and Redevelopment
 Recipient Name: City of Selah - Public Works

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$94,600.00

Task Title: Well Redevelopment

Task Description:

Clean Well No. 7, install liner and screen. Perform pumping tests. Video inspection of the well is anticipated to be completed following cleaning and liner and screen installation.

Task Goal Statement:

Clean Well No. 7, install the new liner and screen, and complete a pumping test to compare pre-development results to post-development results. Improve well efficiency and reliability.

Task Expected Outcome:

Assess the improvements captured by redevelopment of Well No. 7. Improved well efficiency and reliability through cleaning and redevelopment of Well No. 7. Complete step drawdown and constant rate tests to determine current drawdown conditions.

Recipient Task Coordinator: Joseph Henne

Well Redevelopment

Deliverables

Number	Description	Due Date
2.1	Water well report of completed liner and screen installation.	10/04/2019
2.2	Step rate and constant rate pumping test results.	10/18/2019
2.3	Technical memorandum summarizing findings.	11/01/2019

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Emergency Drought Relief	0.00 %	\$ 0.00	\$ 108,500.00	\$ 108,500.00
Total		\$ 0.00	\$ 108,500.00	\$ 108,500.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Agreement No: WRDROU-1923-SelaPW-00005
Project Title: City of Selah Well No.7 Capacity Evaluation and Redevelopment
Recipient Name: City of Selah - Public Works

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.frs.gov <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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Recipient Name: City of Selah - Public Works

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Agreement No: WRDROU-1923-SelaPW-00005
Project Title: City of Selah Well No.7 Capacity Evaluation and Redevelopment
Recipient Name: City of Selah - Public Works

Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
 - b) Appeal request must be in writing and state the disputed issue(s).
 - c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
 - d) ECOLOGY reviews the RECIPIENT's appeal.
 - e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
- The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

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d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
8/27/2019 O – 1

Title: Ordinance Amending the 2019 Budget for Naches Avenue & North 1st Street Sidewalk Improvements

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approve Ordinance.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$ 36,329

Funding Source: Fund 301 Capital Improvement

Background / Findings & Facts: To amend the 2019 budget for an increase in the expenditures budgeted for the Naches Ave & N 1st Street Sidewalk improvement project.

Recommended Motion: I move to approve an Ordinance amending the 2019 budget for the Naches Ave & N 1st Street Sidewalk project.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2019 BUDGET FOR NACHES AVENUE & NORTH
1ST STREET SIDEWALK IMPROVEMENTS

WHEREAS, the City desires to adjust the 2019 Budget for Naches Ave and North 1st St sidewalk improvements;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2019 Budget as follows:

111 Street Improvement

111.000.097.397.00.00.00 Operating Transfers-In \$ 36,329

111.000.095.595.30.63.35 Naches Ave & N 1st St Sidewalk \$ 36,329

301 Capital Improvement

301.000.097.597.00.05.00 Operating Transfer-Out – F111 Capital Improv. \$ 36,329

301.000.008.508.80.00.00 New Ending Reserved Cash & Investments \$ 341,033

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 27th day of August 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
8/27/2019 O – 2

Title: Ordinance Amending the 2019 Budget for Civic Center Park and Ride Improvements

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation:

Approve Ordinance.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$ 32,340

Funding Source: Fund 301 Capital Improvement

Background / Findings & Facts: To amend the 2019 budget for costs to complete the park and ride improvements at the Civic Center.

Recommended Motion: I move to approve an Ordinance amending the 2019 budget for the completion of the park and ride improvements at the Civic Center.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2019 BUDGET FOR CIVIC CENTER PARK AND RIDE IMPROVEMENTS

WHEREAS, the City desires to adjust the 2019 Budget for the completion of the Civic Center Park and Ride improvement project;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2019 Budget as follows:

111 Street Improvement

111.000.095.397.00.00.00	Operating Transfers-In	\$ 32,340
111.000.095.595.30.63.33	CMAQ – Civic Center Parking Lot	\$ 32,340

301 Capital Improvement

301.000.097.597.00.05.00	Operating Transfer-Out – F111 St Improv	\$ 32,340
301.000.008.508.80.00.00	New Ending Unreserved Cash & Investments	\$ 308,693

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 27th day of August 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
8/27/2019 O – 3

Title: Ordinance Amending the 2019 Budget for Goodlander Booster Station Repairs

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation:

Approve Ordinance.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$ 69,805

Funding Source: Fund 461 Water Reserve

Background / Findings & Facts: To amend the 2019 budget for costs to complete the repair of the Goodlander Booster station.

Recommended Motion: I move to approve an Ordinance amending the 2019 budget for the completion of the Goodlander Booster Station repairs.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2019 BUDGET FOR GOODLANDER BOOSTER STATION REPAIRS

WHEREAS, the City desires to adjust the 2019 Budget for the completion of the Goodlander Booster Station repairs;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2019 Budget as follows:

411 Water

411.000.097.397.00.00.00	Operating Transfers-In	\$ 69,825
411.000.094.594.34.65.40	G'Lander Replace Booster Pump	\$ 69,825

461 Water Reserve

461.000.097.597.00.00.00	Operating Transfer-Out – F411 Water	\$ 69,825
461.000.008.508.80.00.00	New Ending Unreserved Cash & Investments	\$ 1,442,211

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 27th day of August 2019.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Robert Noe, City Attorney



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting

Informational Item

8/27/2019

Q – 4a

Title: Planning Commission Minutes from July 8, 2019

From: Brandy Tucker – Planning & Community Development, Building Specialist

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: N/A

City of Selah
Planning Commission Minutes
Of
July 8, 2019

A. Call to Order

Chairman Smith calls the meeting to order at 12:09 pm.

B. Roll Call

Members Present:	Chairman Smith: Commissioners: Huber, Goodall, and Moorehead
Members Absent:	Torkelson
Staff Present:	Jeff Peters, City Planner, Brandy Tucker, Minutes Secretary
Guest:	

C. Agenda Changes : None

D. Communications

1. Oral - None

2. Written - None

E. Approval of Minutes

1. ***Approval of minutes from July 2, 2019***

Commissioner Goodall motions to approve the minutes.

Commissioner Moorehead seconds.

Minutes are approved with a voice vote of 4-0.

F. Public Hearings

1. Old Business - None

2. New Business - None

G. General Business

1. Old Business - None

2. New Business - None

H. Reports/Announcements

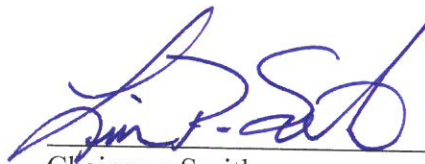
1. Chairman -
2. Commissioners -
3. Staff - Planning/Building Department Updates

I. Adjournment

Commissioner Goodall motions to adjourn.

Commissioner Huber seconds.

Chairman Smith adjourns the meeting at 12:12 p.m. with a voice vote of 4-0.



Chairman Smith



Date