



# SELAH CITY COUNCIL

5:30pm April 13, 2021



Selah City Council  
Regular Meeting  
Tuesday, April 13, 2021  
5:30pm  
Via Zoom

Mayor:  
Mayor Pro Tem:  
Council Members:

Sherry Raymond  
Roger Bell  
Russell Carlson  
Jacquie Matson  
Kevin Wickenhagen  
Clifford Peterson  
Suzanne Vargas  
Michael Costello

CITY OF SELAH  
115 West Naches Avenue  
Selah, Washington 98942

City Administrator:  
City Attorney:  
Clerk/Treasurer:

Donald Wayman  
Rob Case  
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. Katrina Henkle, Selah Downtown Association – Update and Presentation
- H. Getting To Know Our Businesses **None**
- I. Communications
  - 1. Oral

We are presently conducting the regular meeting portion of today's session. State law does not require a noncharter code city, such as the City of Selah, to allot time for public comment during a regular meeting between the Mayor and City Council. Historically, the City has chosen to allot time for public comment during its regular meetings, subject to a maximum of two minutes per commenter and common-sense standards of decorum. Recently, those standards of decorum have been increasingly infringed.

Those wishing to offer public comments during a regular meeting must comply with the following process and standards. Each commenter must state his/her full name and whether he/she is a registered voter residing within the city limits of Selah. Each commenter is limited to one comment and a maximum duration of two minutes per regular meeting. A maximum of thirty minutes per regular meeting will be allotted for all public comments. Comments must be constructive and respectful; no profanity, insults, defamation, or direct or implied personal attacks will be allowed. Criticism of City policy is allowed, but personal criticism of any individual is not allowed. The public comment process is not a question-and-answer process. Also, each commenter should speak solely for himself/herself rather than purporting to speak on behalf of others, repeating verbatim or nearly verbatim what another commenter has said, or repeating what a written document says.

In-person comments will be heard from the podium in the order offered by commenters (and during the Covid shutdown, written comments will be read aloud in the order received by City staff and telephonic comments may also be heard). The Mayor may cut off any in-person or telephonic comment that he/she deems inappropriate (and City staff, at the direction of the Mayor, may disallow or modify any written comment that is deemed inappropriate).

These standards are subject to revision. Those who infringe the applicable standards may be barred from offering public comments during future regular meetings.

Public comment during regular meetings is not the exclusive method to communicate with the Mayor or the City Council on any topic. People may send emails or letters, leave voicemails, or request in-person meetings, to or with the Mayor or any member(s) of the City Council. The Mayor and each member of the City Council has personal discretion over how and when he/she might respond to emails, letters, voicemails, and requests for in-person meetings.

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: March 23, 2021 Council Meeting  
Dale N. \* 2. Approval of Claims & Payroll

L. Public Hearings **None**

M. General Business

1. New Business **None**

2. Old Business **None**

N. Resolutions

Dan Christman 1. Resolution declaring Police Service Weapon Surplus and Authorizing Disposition of the Same as Additional Consideration for Service Provided  
Joe Henne 2. Resolution authorizing the Mayor to sign Task Order No. 2021-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering and Land Surveying Services for the Wastewater Treatment Plant Facility Plan (Project)  
Joe Henne 3. Resolution authorizing the Mayor to sign Task Order 2021-03 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design services for the Naches Avenue Sidewalk Improvements Project  
Zack Schab 4. Resolution Authorizing the Mayor to Sign a Facility Use Agreement between the City of Selah and the Greater Yakima Girls Softball Association (GYGSA)  
Donald Wayman 5. Resolution Authorizing the Mayor to Sign an Agreement with EIP Holdings II, LLC for Future Ground Lease and Easement Rights to a Cell Tower Site Located at 1303 Goodlander Road

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

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

Makenzie Hoff a. Planning Commission Minutes: November 17, 2020 & February 16, 2021

Monica Lake b. Lodging Tax Advisory Committee Minutes: March 22, 2021

5. Mayor

R. Executive Session

**None**

S. Adjournment

*Next Regular Meeting April 27, 2021*

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

A yellow AIS indicates an action item.

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



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



Council Meeting	Action Item
4/13/2021	K – 1

**Title:** Approval of Minutes: March 23, 2021 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  
March 23, 2021

Regular Meeting  
Electronically Via Zoom  
115 West Naches Avenue  
Selah, WA 98942

- A. Call to Order Mayor Raymond called the meeting to order at 5:30 pm.
- B. Roll Call
- Members Present: Jacquie Matson; Clifford Peterson; Roger Bell; Russell Carlson; Suzanne Vargas; Michael Costello
- Members Absent: Kevin Wickenhagen
- Staff Present: Donald Wayman, City Administrator; Rob Case, City Attorney; Dan Christman, Police Chief; Treesa Morales, Public Records Specialist; Monica Lake, Executive Assistant

C. Councilmember Absence – Motion to Excuse

Council Member Carlson moved, and Council Member Matson seconded, to excuse Council Member Wickenhagen. By a show of hands, approval was unanimous.

D. Pledge of Allegiance

Mayor Raymond led the Pledge of Allegiance.

E. Invocation

Pastor Tom Morris gave the prayer.

F. Agenda Changes **None**

G. Public Appearances/Introductions/Presentations

1. Katrina Henkle, Selah Downtown Association – Update

Katrina Henkle, Selah Downtown Association (SDA) Executive Director, addressed the Council. She said that she had a few items to mention, including the Sip and Stroll on June 10, the same day as Hot Rods on First, a reminder that the Beautification grant applications were due April 2, and their annual cleanup day on May 15 at 9am, which they have invited Council and City staff to participate in.

Mayor Raymond requested that she stated the dates again.

Ms. Henkle replied that the Sip and Stroll is June 19, grant applications are due April 2, and the cleanup day is May 15. She noted that they would also be changing out planter boxes on May 15.

Council Member Carlson asked if the Sip and Stroll would be after the Hot Rods event.

Ms. Henkle answered that they would start the event at 2pm, and the Hot Rods event would end at 3pm. She added that they haven't nailed down yet whether the event would run for four hours or five.

Council Member Costello asked if cleanup day started at 9am at the Civic Center.

Ms. Henkle answered in the affirmative, saying that it would run until about 1pm and that folks could drop off collected garbage at the Civic Center.

#### H. Getting To Know Our Businesses

##### 1. Best Practices Healthcare, Greg & Janice Swart

Janice Swart, Best Practices Healthcare, addressed the Council. She said that she was born and raised in Selah and has a passion for the community, and that she and her husband have just joined some friends in opening up their business to provide behavioral health and urgent care from 7:30am to 7:30pm Monday through Friday, and 9:30am to 5:30pm Saturday and Sunday. She expressed appreciation for the opportunity to share this with Council tonight.

Mayor Raymond inquired if things were picking up for them.

Ms. Swart replied in the affirmative, saying that they were printing off more flyers to pass around, and she would be happy to answer questions or give people tours of the facility.

Greg Swart noted that they are located in the old Astria building next to Tractor Supply.

City Administrator Wayman wondered which insurances they accepted, such as Medicare or Tri-care.

Mr. Swart answered that they take all commercial insurances and all Medicaid, and are in the process of credentialing everyone to be open to all insurance as also an urgent care facility. He noted that they also take cash at a twenty percent discount. He said that they have x-ray and ultrasound, splinting and casting, and an urgent care plus, and feel really feel blessed to provide these services to Selah and the greater area so they don't have to head out of Selah for a sniffle or a stitch. He remarked that they've been doing advertising on TV as well as articles in both the Selah Journal and Yakima Herald to get the word out and let everyone know they're here.

Mayor Raymond commented that they would be getting busy with sports picking up.

The Swarts thanked Council for their time.

#### I. Communications

##### 1. Oral

Mayor Raymond opened the Public Meeting.

City Attorney Case read aloud the rules of conduct as stated in the Agenda.

Executive Assistant Lake stated that there were no public comments submitted.

Mayor Raymond closed the Meeting.

2. Written

a. Recycling Data Report for the 4th Quarter of 2020

J. Proclamations/Announcements **None**

K. Consent Agenda

Executive Assistant Lake read the Consent Agenda.

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

\* 1. Approval of Minutes: March 9, 2021 Council Meeting

\* 2. Approval of Claims and Payroll:

Payroll Checks Nos. 84115 – 84127 for a total of \$212,859.77

Claim Checks Nos. 176257 – 176327 for a total of \$128,083.39

**Council Member Peterson moved, and Council Member Matson seconded, approval of the Consent Agenda as read. By a show of hands, approval was unanimous.**

L. Public Hearings **None**

M. General Business

1. New Business **None**

2. Old Business **None**

N. Resolutions

1. Resolution Authorizing the Mayor to Sign an Amendment to the Selah Park and Recreation Interlocal Agreement between the City of Selah and Yakima County

City Administrator Wayman addressed N – 1. He said that this is a Resolution Authorizing the Mayor to Sign an Amendment to the Selah Park and Recreation Interlocal Agreement between the City of Selah and Yakima County, as it was brought to the City's attention by the Selah Park & Recreation Service



Area (SPRSA) board that they were having problems filling the seats on their board and the process to do so was part of the interlocal agreement that was subject to the creation of SPRSA. He went on to say that they took a look at it, consulted with County Commissioner Amanda McKinney and the Selah School District, and came up with this solution in order to more efficiently and adequately fill the seats on the board. He requested that Council Member Bell speak before having questions from Council.

Council Member Bell remarked that the process has gone on for over a year for various reasons, primarily COVID, starting with prior Commissioner Vicki Baker but they weren't able to get it resolved. He went on to say that they are now at point with the SPRSA board where they need to fill the open positions for several reasons including making tax decisions regarding a potential levy and the extreme concern expressed by their insurance underwriter that that don't have a full board. He would like Council to approve the Resolution to proceed and provide a path to fill all seven positions on the board.

City Administrator Wayman commented that in the previous agreement the City had two Council Members as part of the board, which had presented problems in the past and could in the future with those Council Members needing to recuse themselves from one vote or another if it affected City business, so they need to go away from having Council Members serving on that taxing district board. He went on to say that the other change was to have the Mayor be the appointing authority instead of the Council, to be consistent with other boards in the City and a strong Mayor form of government.

**Council Member Bell moved, and Council Member Peterson seconded, to Approve the Resolution Authorizing the Mayor to Sign an Amendment to the Selah Park and Recreation Interlocal Agreement between the City of Selah and Yakima County.**

Council Member Carlson questioned the four positions being filled by Yakima County, as it states positions four through seven would be filled by Yakima County or Selah residents, so technically someone in Zillah or Granger could serve on the board.

City Administrator Wayman responded that it was modified at the County's request, as they want the most flexibility they can have to get interested people who would serve more effectively to help the board get things done that they need to do, adding that he doesn't presume to tell the County Commissioners what to do, but they are interested in getting the board filled with active members.

Council Member Bell added that the original agreement called for a County Commissioner or designee to sit on the board, and as far as he could recall most Commissioners haven't been residents of this area.

Council Member Carlson replied that was his concern, and his recommendation would be to keep the verbiage to within the service area, as he has concerns about someone outside the taxing district voting for a tax increase for the City of Selah.

City Administrator Wayman commented that in negotiations the Commissioners weren't interested in sitting on the board; they were seeking more flexibility.

Council Member Bell pointed out that the SPRSA Board positions don't actually vote on a tax anyway, just whether to present a tax to the citizens within the taxing district to vote on.

Council Member Vargas stated that her question had been answered.

Council Member Peterson wondered why the revision had taken out the language regarding two-year terms and a rotation of terms, as it looked to be indefinite appointments rather than set two-year terms.

City Administrator Wayman answered that the set two-year term does remain.

Council Member Carlson went back to his initial point that anyone making recommendations for a tax increase for their area should have skin in the game, opining that it isn't logical to allow anyone outside the voting district to be part of the board although they could be brought in as advisors or consultants. He wasn't comfortable providing a voice on this board to someone not in the voting district.

Council Member Matson asked Council Member Bell if there would be any circumstances at all where decisions would be made for tax dollars to be spent by anyone outside their voting area.

Council Member Bell responded that once that tax was approved the board directs how it's spent, but they have pretty tight control on what they can do as a limited tax authority, with either bond issues for construction within the taxing area or levies for operation and maintenance only, adding that they couldn't spend money anywhere else and it must be spent within the taxing authority's purview. He went on to say that the State constitution that granted the limited authority for the SPRSA board falls under the Parks RCW, which is very specific on what they can and can't do and what their authority is.

Council Member Matson had the same concern as Council Member Carlson, saying she was unsure why they four positions were appointed by the County, especially if they weren't from their taxing district.

City Administrator Wayman felt they might be misunderstanding the situation, as the City doesn't have a veto on the County's four votes. He went on to say that they belong to the County Commissioners, even though the City has the wherewithal to renegotiate the agreement, and the Commissioners were looking for flexibility with the intent to provide the best people available for those four positions, citing a few examples that would be of benefit to the board. He opined that it puts the City in a strange position by telling the Commissioners who they can put in those positions.

Council Member Costello inquired if the reason behind it was due to a lack of interest within the district.

City Administrator Wayman responded that it wasn't a major point of discussion for them, that he didn't think their intent was to go outside the area but he believed they wanted the capacity to fill the position with a capable person. He pointed out that he was trying to channel what the County wanted and found it strange that Council was questioning what the County wants to do with their four votes. He went on to say that they could certainly go back and ask if Council desires to make the change to inside the service area, and although it would delay the vote for another month or so, it wouldn't affect the operations of SPRSA in any way shape or form, noting that he was presuming something he didn't know for sure.

Council Member Bell remarked that there's only one open County position at the moment, as the three currently appointed by the School District wish to continue to serve, and the City would be adding two people. He said that he had talked with Commissioners Vicki Baker and Amanda McKinney and they

expressed concern about being able to fill the position, although it wasn't the same kind of issue as the School District being required to appoint two School Board members for it when they had no direct connection aside from use of the facility. He added that the School District has requested to have that removed, and the intent was to have four people on the County side as they represent a slightly larger portion than the population within city limits.

City Administrator Wayman agreed that there was a significant population difference.

Council Member Peterson commented that his understanding was that the SPRSA board is an administrative board that doesn't go out and tax people, although it may recommend and put issues on the ballot, but the people on the board are an administrative board whose only facility at this point in time is the swimming pool. He felt there was potential that in future for there to be other facilities or activities that SPRSA oversees, but even then, it would still be an administrative board. He went on to say that the County deals with more tax districts and sub-districts than they do, and the Commissioners were well aware that whenever possible that it is the members within the service district that would be appointed to the board. He understood the concerns of his fellow Council Members but thought that had to have some trust and confidence in their fellow elected officials to do the best they can.

Council Member Bell pointed out that the name is Selah Park, singular, so they wouldn't take on any other parks, adding that the RCW that grants taxing authority grants control to the County anyway, they hold all of the funds, and while by board vote they authorize the County to pay bills they are monitored and are also subject to audits. He commented that there was adequate control to ensure they're spending money the way it was intended and required by law.

City Administrator Wayman remarked that, in a way, it's a quasi-municipal organization and a taxing district, as they can raise taxes with the approval of a vote, but their job is to administer spending and set policy for the swimming pool within the scope of what was voted on by the voters. He added that the County wants more control and he doesn't see that being an unreasonable request, although he will go back and tell them to change that at the Council's request.

Council Member Carlson responded that the conversation was getting away from them a bit, as he doesn't have any lack of trust and sees the struggles both the City and School District have placing people. He didn't see the County Commissioners having an issue with it, adding that they were welcome to bring anyone on they want to be a consultant or assistant, but in his opinion Council's veto power for who they put on there happens now, as he doesn't think it fair to the citizens for someone who isn't within the boundary to serve. He reiterated adding back in to select members within the taxing district.

Council Member Bell stated that they were at a critical time for the board right now, and this would delay them longer. He explained that their insurance carrier wasn't comfortable with the board lacking some members and there was also no guarantee that another insurance carrier would pick them up if they were dropped. He opined that it was extremely important on the City side to move forward.

Council Member Peterson wondered if it was an oversimplification to say that with SPRSA being a sub district of the County, this is essentially a County board that allows the City to have three people.

City Administrator Wayman responded that he was right about the board, as was his original point with idea that they may one day take over more duties and become a bigger organization.

**Roll was called: Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Costello – yes; Council Member Carlson – no. Motion passed with five yes votes and one no vote.**

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Police Chief Christman said that he has been working heavily on personnel, and was happy to report that they have two new officers coming on board soon, with a tentative start date of May 1. He went on to say that they will go to the academy for four months then start the field training process, adding that one is a reserve officer transitioning into full-time and the other is currently working at the Yakima Police Department jail, and both have given them a solid commitment. He noted that they would be finishing up testing this week on a lateral officer and work with Executive Assistant Lake to get a Civil Service meeting scheduled to get the list certified. He finished by saying that he would continue working with the facilities committee on moving forward.

Fire Chief Hanna said that he was out on a house fire but as this was his last official meeting as the Fire Chief he wanted to thank everyone with entrusting him with running the department for the past seven years, saying that it has been a pleasure.

Mayor Raymond responded that they all appreciate him and the good hands he's left them in, having brought Fire Chief Lange up under his wings to leave them in a good place.

Fire Chief Hanna expressed his confidence in Fire Chief Lange.

City Attorney Case had no report.

2. Council Members

Council Member Bell said that, having sat in on the Fire Commissioners' Board as the City representative for several years now, he knows the Commissioners have also taken a strong position in supporting Fire Chief Hanna training Fire Chief Lange to take over to ensure an orderly transfer of leadership at the Fire Department, and they done a good job transitioning. He thanked his fellow Council Members for passing the amendment to the Interlocal Agreement so that they can move forward with the SPRSA board and have good strong representation.

Council Member Vargas had no report.

Council Member Costello thanked Fire Chief Hanna for his service.

Council Member Matson expressed her congratulations and thanks to Fire Chief Hanna for his years of service. She also thanked Council Member Bell for his explanations tonight. She gave a brief report on the YVCOG meeting she attended, saying that the speaker had a good presentation. She went on to say that she also attended the SDA meeting, echoing Ms. Henkle's information regarding the Sip and Stroll and that Wine, Dine and Beyond were slated for later in the year, with the committee recently holding their first meeting. She provided an update from Assistant School Superintendent Scacco that the District would be going out for a levy again, and that kindergarten through third grade would be going back full-time after Spring Break.

Council Member Bell noted that Wine, Dine and Beyond is scheduled for October 15.

Council Member Carlson echoed his fellow Council Members' comments regarding Fire Chief Hanna, adding that he appreciates his time and service. He said that they had an LTAC meeting yesterday, with applications from Selah Little League presented, and they made the recommendation to support material purchase for pads for the batting cages in the amount of fifteen thousand dollars as there will be an All-star tournament held there this year. He noted that all labor would be done by them and they're also taking on a large amount of expenses themselves.

Council Member Peterson thanked Chief Hanna for his service, and thanked Council Member Bell for all his time on the SPRSA board. He commented that the Selah School District Board would be meeting this Thursday at 4:30pm in person at the Lince Gym and would also stream it live on YouTube.

### 3. City Administrator

City Administrator Wayman said that he believes they've finished discussion regarding the West Goodlander cell tower contract and should be bringing something to Council at the first meeting in April. He remarked that he was researching medical insurance alternatives, as they do annually, and that he had a couple inquiries out on that. He commented that the sidewalk and street crack seal project would be coming to Council soon, and they were hoping to move approximately two hundred fifty thousand dollars improve and repair sidewalks. He noted that the new sign ordinance was being worked on, adding that the City Attorney and Community Development Supervisor worked had on it and it was currently before the Planning Commission with presentation to Council in June.

City Attorney Case commented that it would hopefully be a little earlier than that, likely sometime in the next month or two.

City Administrator Wayman remarked that they were also having people come in and do survey of the phone system to get an estimate of what it would cost to update the system and get new phones. He said that he's worked with Recreation Manager Schab to get an estimate together to get the repeater installed and that he hopes to have that to Council within the next month. He commented that they are also working on a review of the GYGSA contract, one of a number of things that need to be updated, and would be bringing that to Council within the next month as well. He finished by saying that they expect to have the City Attorney on board April 1.

- 4. Boards
  - a. Planning Commission Minutes for January 19, 2021
- 5. Mayor

Mayor Raymond reminded Council that the Jurassic Parliament books for their training session with Ann McFarlane were in their mailboxes at City Hall. She commented that it can be hard to get people to step forward to serve on the SPRSA board and other boards, and requested that if they know anyone who would be interested to send them her way. She thanked Council Member Bell for covering for her at the last Council Meeting.

- R. Executive Session                      **None**
- S. Adjournment

**Council Member Matson moved, and Council Member Costello seconded, that the meeting be adjourned. By a show of hands, approval was unanimous.**

The meeting adjourned at 6:32pm.

\_\_\_\_\_  
Sherry Raymond, Mayor

\_\_\_\_\_  
Roger Bell, Council Member

\_\_\_\_\_  
Russell Carlson, Council Member

\_\_\_\_\_  
Jacquie Matson, Council Member

\_\_\_\_\_  
EXCUSED  
Kevin Wickenhagen, Council Member

\_\_\_\_\_  
Clifford Peterson, Council Member

\_\_\_\_\_  
Suzanne Vargas, Council Member

ATTEST:

\_\_\_\_\_  
Michael Costello, Council Member

\_\_\_\_\_  
Dale E. Novobielski, Clerk/Treasurer



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



Council Meeting	Action Item
4/13/2021	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

4/13/2021

N – 1

**Title:** Resolution declaring Police Service Weapon Surplus and Authorizing Disposition of the Same as Additional Consideration for Service Provided

**From:** Dan Christman, Police Chief

**Action Requested:** Approval

**Staff Recommendation:** It is the staff recommendation to surplus the Patrol Shotgun Deputy Chief Eric Steen carried during his career at the Selah Police Department, and it be given to him upon his retirement.

**Fiscal Impact:** None

**Funding Source:** N/A

**Background / Findings & Facts:** March 15, 2021, marks Deputy Chief Steen's last day of work with the Selah Police Department, following a 25-year career with the Selah Police Department. It has been the standing tradition of the Selah Police Department to surplus a firearm the officer carried during their career, and it be given to the officer upon retirement.

**Recommended Motion:** Move to approve the Resolution declaring Police Service Weapon Surplus and Authorizing Disposition of the Same as Additional Consideration for Service Provided



**CITY OF SELAH, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** declaring police service weapon surplus and authorizing disposition of the same as additional consideration for service provided.

**WHEREAS**, Deputy Chief Eric Steen is retiring after having served on the City of Selah's Police for many years;

**WHEREAS**, Deputy Chief Steen's career at the City of Selah has been remarkable;

**WHEREAS**, during Deputy Chief Steen's service with the City he has carried a service weapon, a Remington 870 Shotgun, serial number RS10925R;

**WHEREAS**, as additional consideration for Deputy Chief Steen's outstanding service to the City, the City's Police Department would like to surplus the above described service weapon Deputy Chief Steen carried, and provide it to Deputy Chief Steen upon his retirement;

**WHEREAS**, the City of Selah wishes to surplus and provide the shotgun to Deputy Chief Steen in acknowledgment of the exemplary service he provided to the City and as additional consideration for that service;

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

**Section 1.** Police Service weapon Remington 870 Shotgun, serial number RS10925R is hereby declared surplus.

**Section 2.** The City of Selah Police Department is authorized to transfer the Shotgun to retiring Deputy Chief Steen in acknowledgment of and as additional consideration for his years of exemplary service to the City of Selah and its residents.

**PASSED** this 13<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dale Novobielski, Clerk/Treasurer

\_\_\_\_\_  
Rob Case, City Attorney



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



Council Meeting      Action Item  
4/13/2021              N – 2

**Title:** Resolution authorizing the Mayor to sign Task Order No. 2021-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering and Land Surveying Services for the Wastewater Treatment Plant Facility Plan (Project).

**From:** Joe Henne, Public Works Director

**Action Requested: Approval**

**Staff Recommendation:** The Mayor to sign Task Order No. 2021-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. for the Wastewater Treatment Plant Facility Plan Project.

**Board/Commission Recommendation: Not Applicable**

**Fiscal Impact:** \$89,000.00

**Funding Source:** 415

**Background / Findings & Facts:** The City of Selah (City) operates a wastewater treatment plant (WWTP) under the terms of Department of Ecology (Ecology) NPDES Permit No WA0021032. The last WWTP Engineering Report was prepared and approved by Ecology in 2005. Based on the findings of that report, multiple upgrades were completed, the latest major project being the Sludge Dewatering Improvements in 2008. Though treatment process upgrades have been completed over the years, parts of the WWTP constructed in the early 1970's are still in use. The most critical process component is the aeration basins. The original configurations of the basins does not allow one basin to taken out of service for maintenance, repair, and still provide treatment. Additionally, influent organic



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



loadings occasionally exceed plant capacity. The combination of aging process components requires more maintenance, a lack of redundancy, and increased loadings point to the need to make WWTP improvements. An Engineering Report is required by Ecology to document necessary improvements. The Facility Plan is an expanded Engineering Report and an approved plan is required for all federally funded projects, and projects receiving state revolving loan funds. Facility plans must address the requirements of RCW 90.46, WAC 173-240 and 40 CFR, Part 35, State and Local Assistance, as well as the State Environmental review Process (SERP). Facility Plans require an expanded analysis of cost-effective infiltration and inflow removal and staffing requirements.

**Recommended Action/Motion:** To authorize the Mayor to sign the attached HLA Task Order No. 2021-02.

RESOLUTION NO. \_\_\_\_\_

**Resolution authorizing the Mayor to sign Task Order 2021-02  
between the City of Selah and HLA Engineering and Land  
Surveying, Inc. to provide Engineering Services and Land  
Surveying for the Wastewater Facility Plan (Project).**

WHEREAS, The Public Works Department is requesting the City Council authorize the Mayor to sign a Task Order for engineering and Land Surveying services; and

WHEREAS, These services are to document necessary improvements in an Engineering Report for the Wastewater Facility Plan; and

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

WHEREAS, the City of Selah wishes to engage HLA via task order for the Engineering and Land Surveying Services for the Wastewater Facility Plan; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign Task Order No 2021-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering and Land Surveying Services for the Wastewater Facility Plan (Project).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13<sup>th</sup> day of April 2021.

\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

\_\_\_\_\_  
Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Rob Case, City Attorney

**TASK ORDER NO. 2021-02**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

WWTP Facility Plan

The City of Selah (CITY) operates a wastewater treatment plant (WWTP) under the terms of Department of Ecology (Ecology) NPDES Permit No WA0021032. The last WWTP Engineering Report was prepared and approved by Ecology in 2005. Based on the findings of that report, multiple upgrades were completed, the latest major project being the Sludge Dewatering Improvements in 2008. Though treatment process upgrades have been completed over the years, parts of the WWTP constructed in the early 1970's are still in use. The most critical process component is the aeration basins. The original configuration of the basins does not allow one basin to be taken out of service for maintenance and repair and still provide treatment. Additionally, influent organic loadings occasionally exceed plant capacity. The combination of aging process components requiring more maintenance, a lack of redundancy, and increased loadings point to the need to make WWTP improvements.

An Engineering Report is required by Ecology to document necessary improvements. A Facility Plan is an expanded Engineering Report, and an approved plan is required for all federally funded projects, and projects receiving state revolving loan funds. Facility Plans must address the requirements of RCW 90.46, WAC 173-240, and 40.CFR, Part 35, State and Local Assistance, as well as the State Environmental Review Process (SERP). Facility Plans require an expanded analysis of cost-effective infiltration and inflow removal, and staffing requirements.

**SCOPE OF SERVICES:**

At the direction of the CITY, HLA will provide professional engineering services for the WWTP Facility Plan (Project). HLA will work with the CITY Council and staff, to prepare the Facility Plan. The Scope of Services is further outlined in the attached copy of WAC 173-240.

HLA shall provide the following services:

**1.0 Prepare Facility Plan**

- 1.1 HLA will provide three (3) copies of the "conceptual draft" plan for review and comment by CITY Council and staff.
- 1.2 HLA will incorporate CITY comments and publish three (3) copies of the "draft" plan for review and comment by Ecology and two (2) copies to the CITY.
- 1.3 Following receipt of CITY and Ecology written comments on the draft plan, HLA will publish four (4) copies of the "Final" Plan for the CITY and three (3) copies for submittal to Ecology.

## **2.0 Additional Services**

- 2.1 Provide professional engineering services for additional work requested by the CITY that is not included above.

## **3.0 Items to be Furnished and Responsibility of CITY**

- 3.1. Provide full information as to CITY requirements of the Project.
- 3.2. Assist HLA by placing at their disposal all available information pertinent to the Project, including previous reports, plans, program information, drawings, plats, surveys, utility records, and any other data relative to the Project.
- 3.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 3.4. Distribute the SEPA Checklist, receive review comments, and issue the appropriate environmental determination. For this Project, a Mitigated Determination of Non-Significance (MDNS) is anticipated.
- 3.5. Provide wastewater samples and pay for the cost of testing necessary for inclusion of test results in the Facility Plan.
- 3.6. Obtain approval of all governmental authorities having jurisdiction over the Facility Plan and approvals and consents from other individuals or bodies necessary for completion of the Facility Plan.

### **TIME OF PERFORMANCE:**

HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

#### **1.0 Prepare Facility Plan**

Following receipt of a signed Task Order, HLA will complete the "draft" Facility Plan by September 30, 2021. HLA will complete the "Final" Facility Plan within one hundred twenty (120) calendar days following receipt of all CITY and Ecology comments on the "draft" document.

#### **2.0 Additional Services**

Time for completion of work directed by the CITY under Additional Services shall be negotiated and mutually agreed upon when the service is requested by the CITY.

### **FEE FOR SERVICE:**

#### **1.0 Prepare Facility Plan**

All work to prepare the Facility Plan shall be performed by HLA 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, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants for a maximum fee of \$89,000.00.

**2.0 Additional Services**

Any additional work requested by the CITY that is not included in this Task Order 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, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

**Proposed:**  3/16/2021  
HLA Engineering and Land Surveying, Inc. Date  
Michael T. Battle, PE, President

**Approved:** \_\_\_\_\_ Date \_\_\_\_\_  
City of Selah  
Sherry Raymond, Mayor

## Chapter 173-240 WAC

### SUBMISSION OF PLANS AND REPORTS FOR CONSTRUCTION OF WASTEWATER FACILITIES

#### Excerpt – WAC 173-240-060 Engineering report

- (1) The engineering report for a domestic wastewater facility shall include each appropriate (as determined by the department) item required in WAC 173-240-050 for general sewer plans unless an up-to-date general sewer plan is on file with the department. Normally, an engineering report is not required for sewer line extensions or pump stations. See WAC 173-240-020(13) and 173-240-030(5). The facility plan described in federal rule 40 CFR 35 is an "engineering report."
- (2) The engineering report must be sufficiently complete so that plans and specifications can be developed from it without substantial changes. Three copies of the report must be submitted to the department for approval, except as waived under WAC 173-240-030(5).
- (3) The engineering report shall include the following information together with any other relevant data as requested by the department:
  - (a) The name, address, and telephone number of the owner of the proposed facilities, and the owner's authorized representative.
  - (b) A project description that includes a location map and a map of the present and proposed service area.
  - (c) A statement of the present and expected future quantity and quality of wastewater, including any industrial wastes that may be present or expected in the sewer system.
  - (d) The degree of treatment required based upon applicable permits and rules, the receiving body of water, the amount and strength of wastewater to be treated, and other influencing factors.
  - (e) A description of the receiving water, applicable water quality standards, and how water quality standards will be met outside any applicable dilution zone.
  - (f) The type of treatment process proposed, based upon the character of the wastewater to be handled, the method of disposal, the degree of treatment required, and a discussion of the alternatives evaluated and the reasons they are unacceptable.
  - (g) The basic design data and sizing calculations of each unit of the treatment works. Expected efficiencies of each unit and also of the entire plant, and character of effluent anticipated.
  - (h) Discussion of the various sites available and the advantages and disadvantages of the site or sites recommended. The proximity of residences or developed areas to any treatment works. The relationship of the twenty-five-year and one hundred-year flood to the treatment plant site and the various plant units.
  - (i) A flow diagram that shows general layout of the various units, the location of the effluent discharge, and a hydraulic profile of the system that is the subject of the engineering report and any hydraulically related portions.
  - (j) A discussion of infiltration and inflow problems, overflows and bypasses, and proposed corrections and controls.
  - (k) A discussion of any special provisions for treating industrial wastes, including any pretreatment requirements for significant industrial sources.
  - (l) Detailed outfall analysis or other disposal method selected.
  - (m) A discussion of the method of final sludge disposal and any alternatives considered.
  - (n) Provision for future needs.
  - (o) Staffing and testing requirements for the facilities.
  - (p) An estimate of the costs and expenses of the proposed facilities and the method of assessing costs and expenses. The total amount shall include both capital costs and also operation and maintenance costs for the life of the project, and must be presented in terms of total annual cost and present worth.
  - (q) A statement regarding compliance with any applicable state or local water quality management plan or any plan adopted under the Federal Water Pollution Control Act as amended.



- (r) A statement regarding compliance with the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA), if applicable.
- (4) The engineering report for projects that use land application, including seepage lagoons, irrigation, and subsurface disposal, shall include information on the following together with appropriate parts of subsection (3) of this section, as determined by the department:
- (a) Soils and their permeability;
  - (b) Geohydrologic evaluation of factors such as:
    - (i) Depth to ground water and ground water movement during different times of the year;
    - (ii) Water balance analysis of the proposed discharge area;
    - (iii) Overall effects of the proposed facility upon the ground water in conjunction with any other land application facilities that may be present;
  - (c) Availability of public sewers;
  - (d) Reserve areas for additional subsurface disposal.
- (5) The engineering report for projects funded by the Environmental Protection Agency shall, in addition to the requirements of subsection (3) or (4) of this section, follow EPA facility plan guidelines contained in the EPA publication, "Guidance for Preparing a Facility Plan" (MCD-46), and shall indicate how the special requirements contained in 40 CFR 35.719-1 will be met.



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



Council Meeting      Action Item

4/13/2021

N – 3

**Title:** Resolution authorizing the Mayor to sign Task Order 2021-03 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design services for the Naches Avenue Sidewalk Improvements Project

**From:** Joe Henne, Public Works Director

**Action Requested:** Approval

**Staff Recommendation:** Staff is requesting the City Council authorize the Mayor to sign Task Order 2021-03 between the City of Selah and HLA Engineering and Land Surveying Inc., regarding the General Agreement to provide Engineering Design services for the Naches Avenue Sidewalk Improvements Project.

**Fiscal Impact:** \$51,100.00

**Funding Source:** Fund 111

**Background / Findings & Facts:** The City of Selah wishes to improve existing sidewalks along Naches Avenue from approximately N. 2nd Street to Jim Clements Way, including one alley access from N. 1st Street approximately 180 feet north of W. Naches Avenue.

**Recommended Action/Motion:** To authorize the Mayor to sign Task Order 2021-03 between the City of Selah and HLA Engineering and Land Surveying Inc.

RESOLUTION NO. \_\_\_\_\_

**Resolution authorizing the Mayor to sign Task Order 2021-03  
between the City of Selah and HLA Engineering and Land  
Surveying, Inc. to provide Engineering Design services for the  
Naches Avenue Sidewalk Improvements Project**

WHEREAS, The City of Selah wishes to replace the existing sidewalk along Naches Avenue. The existing sidewalk on Naches Avenue is severely pitted, broken, or uneven and need to be replaced; and

WHEREAS, the parking stalls along East Naches Avenue are too short and will be lengthened by moving the existing curb back approximately two (2) feet and narrowing the existing sidewalk; and

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

WHEREAS, the City of Selah wishes to engage HLA via task order for the Engineering Design and Construction services for the Naches Avenue Sidewalk Improvements Project; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign Task Order No 2021-03 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design Services for the Naches Avenue Sidewalk Improvements project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,  
WASHINGTON, this 13th day of April 2021.

\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

\_\_\_\_\_  
Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Rob Case, City Attorney

**CITY OF SELAH**  
**Naches Avenue Sidewalk Improvements**  
**Engineer's Opinion of Construction Cost**

3/23/2021

HLA Project 19102

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
<b>All Schedules</b>						
1	Minor Change	1-04.4(1)	LS	\$10,000.00	1	\$10,000.00
2	Mobilization	1-09.7	LS	\$20,000.00	1	\$20,000.00
3	Project Temporary Traffic Control	1-10.5	LS	\$20,000.00	1	\$20,000.00
4	Unclassified Excavation Incl. Haul	2-03.5	CY	\$75.00	473	\$35,475.00
5	Crushed Surfacing Base Course	4-04.5	TON	\$100.00	104	\$10,400.00
6	Crushed Surfacing Top Course	4-04.5	TON	\$100.00	48	\$4,800.00
7	HMA Cl. 1/2-Inch PG 64-28	5-04.5	TON	\$250.00	81	\$20,250.00
8	Adjust Meter Box	7-15.5	EA	\$400.00	17	\$6,800.00
9	Erosion/Water Pollution Control	8-01.5	Est.	\$2,000.00	1	\$2,000.00
10	Cement Conc. Traffic Curb and Gutter	8-04.5	LF	\$40.00	1,213	\$48,520.00
11	Cement Conc. Sidewalk 6-Inch Thick	8-14.5	SY	\$90.00	144	\$12,960.00
12	Cement Conc. Sidewalk 4-Inch Thick	8-14.5	SY	\$70.00	1,005	\$70,350.00
13	Cement Conc. Sidewalk Ramp	8-14.5	EA	\$2,000.00	1	\$2,000.00
				Subtotal		\$ 263,555.00
				Contingency	10%	\$ 26,360.00
				Sub-total with Contingency		\$ 289,915.00
				Design Engineering	15%	\$ 43,500.00
				Limited Construction Services		\$ 6,000.00
				Total Project Cost		\$ 339,415.00



2803 River Road  
Yakima, WA 98902  
509.966.7000  
Fax 509.965.3800  
www.hlacivil.com

JOB NO: 21006  
DRAWING: Exhibit.dwg  
DATE: 3-17-21  
DRAWN BY: BFP  
CHECKED BY: TDA

**CITY OF SELAH**

**NACHES NEW SIDEWALK  
SITE PLAN**

**TASK ORDER NO. 2021-03**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

Naches Avenue Sidewalk Improvements

HLA Project No. 21095E

The City of Selah (CITY) wishes to improve existing sidewalks along Naches Avenue from approximately N. 2<sup>nd</sup> Street to Jim Clements Way, including one alley access from N. 1<sup>st</sup> Street approximately 180 feet north of W. Naches Avenue. See attached Exhibit for limits of improvements.

**SCOPE OF SERVICES:**

HLA shall provide engineering services for the Naches Avenue Sidewalk Improvements project (PROJECT). Work will include creating a construction document package (plans, specifications, and cost estimate) for curb and gutter, and sidewalk replacement at designated locations. Services will include topographic surveying, design engineering, bidding services and recommendation of contract award to the lowest responsible bidder, and limited services during construction.

HLA shall provide the following services:

**1.0 Engineering Design Services**

- 1.1 Call for utility locates prior to survey and perform topographic survey of the PROJECT area.
- 1.2 Prepare site topographic survey in AutoCAD format showing field-located improvements and utilities.
- 1.3 Attend one (1) design meeting with the CITY to obtain input regarding scope of improvements.
- 1.4 Prepare complete plan set, including plan sheets with construction notes and plan details.
- 1.5 Prepare final construction cost estimate.
- 1.6 Prepare final PROJECT specifications.
- 1.7 Submit final documents to the CITY for review and approval.
- 1.8 Incorporate CITY review comments and provide final construction documents for bidding approval.

**2.0 Bidding Services**

- 2.1 Prepare advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees to be paid by the CITY.
- 2.2 Provide contract documents to potential bidders, as requested, and maintain plan holders list.
- 2.3 Prepare addenda to contract documents if necessary.
- 2.4 Answer questions during bidding from prospective bidders.

- 2.5 Attend project bid opening, check and tabulate bids, and make recommendation of contract award to lowest responsible bidder.

### **3.0 Engineering Services During Construction**

- 3.1 Prepare and transmit Notice of Award to the Contractor.
- 3.2 Coordinate execution of construction contract with the CITY and Contractor, including review of bond and insurance requirements.
- 3.3 Coordinate and facilitate preconstruction meeting between the CITY and Contractor.
- 3.4 Prepare and issue Notice to Proceed to the Contractor.
- 3.5 Review Contractor's submission of samples and shop drawings, where applicable.
- 3.6 It is intended CITY staff will monitor and manage the physical construction and provide HLA with daily information, including Inspector Daily Reports (IDRs) and photographs of work performed. HLA will provide the CITY with a standard IDR form. HLA will answer questions from the CITY during construction and provide limited site visits as requested up to one site visit per week. Additional site visits will be considered additional services.
- 3.7 Based on measurement and computation of pay items provided by the CITY, prepare and file progress reports on the PROJECT with the CITY, and provide monthly progress pay estimates to the CITY. This estimate includes one progress payment and one final pay estimate for the PROJECT.
- 3.8 Monitor General Contractor and Subcontractor compliance with State labor standards during the construction phase of this PROJECT. This work includes checking monthly certified payrolls and issuing letters of non-compliance and/or letters of missing documents.
- 3.9 Prepare weekly statement of working days.
- 3.10 Prepare and submit proposed contract change orders when applicable.
- 3.11 Prepare and submit recommendation of project acceptance and Notice of Completion of Public Works Contract (NOC) for CITY review and processing.

### **4.0 Additional Services**

- 4.1 Additional work requested by the CITY that is not included in this Task Order.

### **5.0 Items to be Furnished and Responsibility of CITY**

- 5.1 Provide full information as to CITY requirements of the PROJECT.
- 5.2 Pay for project advertising, notices or other publication as may be required.
- 5.3 Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- 5.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and provide written decisions within a reasonable time as not to delay the work of HLA.
- 5.5 Provide on-site construction observation and management during construction.

**TIME OF PERFORMANCE:**

Following receipt of signed Task Order, HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

**1.0 Engineering Design Services**

Engineering design services shall be completed within forty-five (45) working days following receipt of signed Task Order.

**2.0 Bidding Services**

Bidding services shall be completed within thirty (30) working days following the CITY's authorization to advertise for bids.

**3.0 Engineering Services During Construction**

Engineering services during construction will begin upon Award of the Contract to the lowest responsible bidder and end upon PROJECT acceptance by the CITY. It is anticipated the total contract time authorized for work by the Contractor is thirty-five (35) working days.

**4.0 Additional Services**

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

**FEE FOR SERVICE:**

**1.0 Engineering Design Services**

All work for engineering design services shall be performed for the Lump Sum fee of \$38,100.00.

**2.0 Bidding Services**


All work for bidding services shall be performed for the Lump Sum fee of \$5,000.00.

**3.0 Engineering Services During Construction**

All work for engineering services during construction 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, not to exceed \$8,000.00.

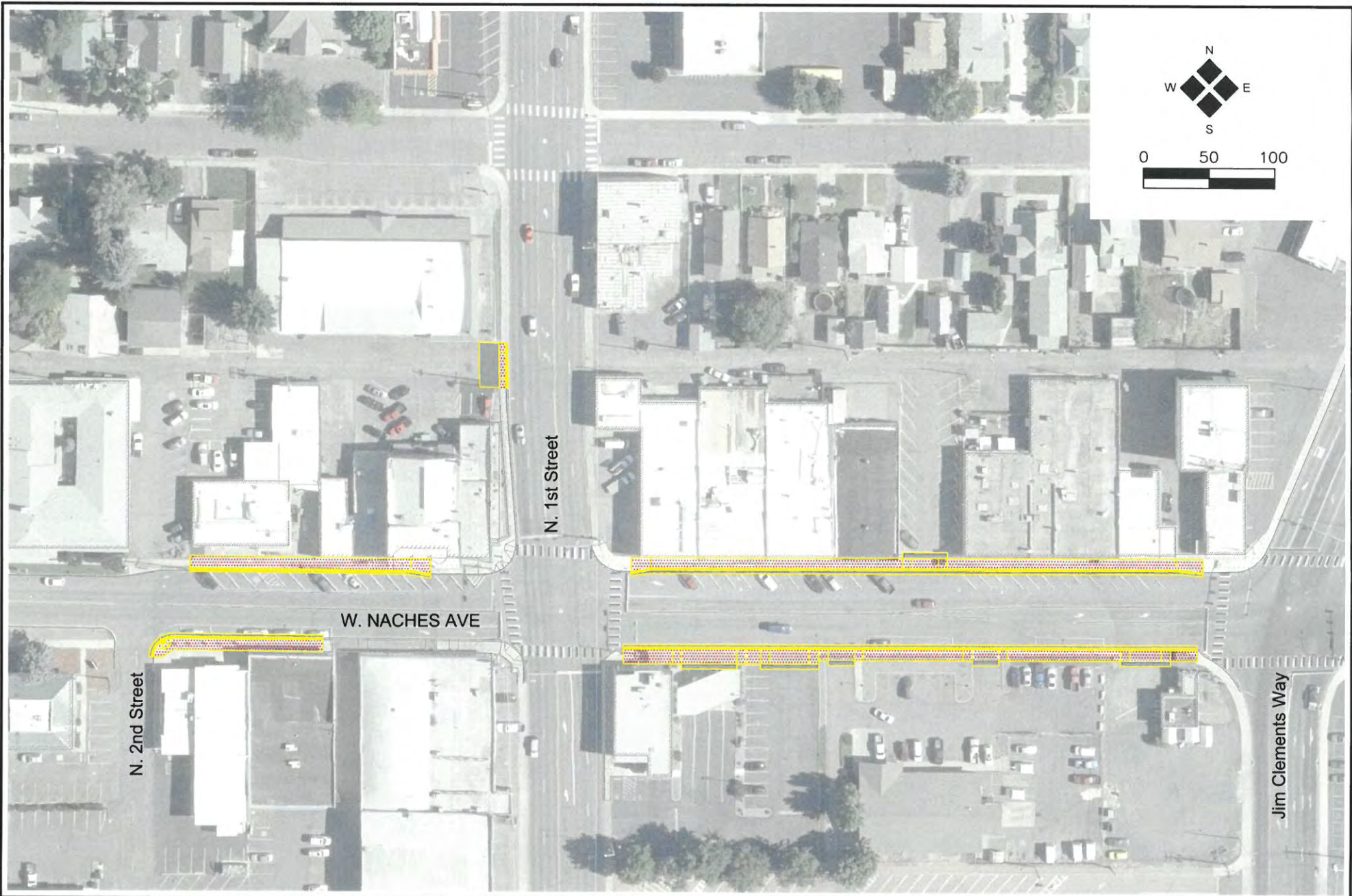
**4.0 Additional Services**

Any additional work requested by the CITY that is not included in this Task Order 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, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

**Proposed:**  3/30/2021  
HLA Engineering and Land Surveying, Inc. Date  
Michael T. Battle, PE, President

**Approved:** \_\_\_\_\_ Date  
City of Selah  
Sherry Raymond, Mayor





2803 River Road  
 Yakima, WA 98902  
 509.966.7000  
 Fax 509.965.3800  
 www.hlacivil.com

JOB NO: 21006  
 DRAWING: Exhibit.dwg  
 DATE: 3-29-21  
 DRAWN BY: BFP  
 CHECKED BY: TDA

**CITY OF SELAH**  
 NACHES SIDEWALK IMPROVEMENTS  
 SITE PLAN



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



Council Meeting      Action Item

4/13/2021

N – 4

**Title:** Resolution Authorizing the Mayor to Sign a Facility Use Agreement between the City of Selah and the Greater Yakima Girls Softball Association (GYGSA)

**From:** Zack Schab, Recreation and Tourism Manager

**Action Requested:** Approval

**Staff Recommendation:** I recommend signing the Joint Use Agreement with GYGSA. It will allow them to continue to run league games as well as tournaments at Carlon Park. In doing so, this brings in a large amount of commerce throughout the year to our gas stations, grocery stores, restaurants, and hotel.

**Fiscal Impact:** Varied

**Funding Source:** Fund 001

**Background / Findings & Facts:** We have come to the end of a 5-year contract with GYGSA. Previously, we were under contract with GYGSA for 15 years. When we neared the end of that contract in 2015, we shortened the contract length to 5 years to allow us to revisit this more regularly. We did this to make sure we could adjust pricing if needed and that the information in the contract remains relevant to operations. Throughout the past 20 years, GYGSA has brought in thousands of people to our city and hosted local, state, regional, and one national tournament. Their own summer tournaments bring teams from all over the Northwest. The organization has played a significant role in developing the park into what we see today. They've added scorekeeper boxes, trees, fields, helped pay for field maintenance materials, and netting.



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



**Recommended Motion:** Move to approve the Joint Use Agreement between GYGSA and the City of Selah.

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

Date:	Action Taken:
12/8/2015	Resolution Authorizing the Mayor to Sign a Facility Use Agreement between the City of Selah and the Greater Yakima Girls Softball Association (GYGSA)
7/12/2005	Resolution Authorizing the Mayor To Sign an Agreement to sign an Agreement between the City of Selah and the Greater Yakima Girls' Softball Association for GYGSA'S Partial Funding of Improvements to Carlon Park and GYGSA's Use of Carlon Park
12/13/2001	Resolution Authorizing the Mayor To Sign a Carlon Park Facility Use Agreement & Concession Stand Lease with the Greater Yakima Girls Softball Association

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FACILITY USE  
AGREEMENT BETWEEN THE CITY OF SELAH AND THE GREATER  
YAKIMA GIRLS SOFTBALL ASSOCIATION (GYGSA)

WHEREAS, the City of Selah (City) and the Greater Yakima Girls Softball Association (GYGSA) desire to sign a Facility Use Agreement regarding the use of the City's Carlon Park facility;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be authorized to sign a Facility Use Agreement between the Greater Yakima Girls Softball Association and the City of Selah.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 13<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski Clerk/Treasurer

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
Rob Case, City Attorney

## FACILITY USE AGREEMENT

THIS AGREEMENT entered into this 13th day of April, 2021 by and between the CITY OF SELAH, a municipal corporation, hereinafter referred to as "CITY" and the GREATER YAKIMA GIRLS SOFTBALL ASSOCIATION, hereinafter referred to as "GYGSA."

WITNESSETH:

For and consideration of the terms and conditions hereof CITY does hereby permit the use of its Carlon Park facility situated in the City of Selah, County of Yakima, State of Washington for the purpose herein enumerated.

1. TERM: The term of this use agreement shall be for a period of five years commencing May 1<sup>st</sup>, 2021 and ending on May 1<sup>st</sup>, 2026. The use agreement and lease may be renewable for two (2) additional five-year periods upon the agreement of the parties subject to the same terms and conditions herein.
2. GYGSA'S AGREEMENT TO CONTRIBUTE FUNDS: In consideration for the continued use of the Carlon Park for GYGSA activities, GYGSA covenants and agrees to contribute funds toward the renovation and improvement of Carlon Park facility.
3. GYGSA'S USE OF CARLON PARK FACILITY: GYGSA'S use of the Carlon Park facility shall be solely for the purpose of conducting softball games, practices, softball tournaments, and other activities in furtherance of GYGSA'S use of the Carlon Park facility is subject to the following agreements:
  - A. Season - The GYGSA season shall run March through October
  - B. Tournaments - No games shall be scheduled to start after 7:30pm with the exception of the Hot August Nights Tournament. Any games scheduled after 7:30pm will result in a \$250/game/field fee. Any *delayed* game starting after 8:00pm will result in a \$150/game/field fee.
  - C. Payment - The parties agree that the following components comprise the total use fee for the softball fields at Carlon Park:
    - i. Field Lights - GYGSA agrees to pay the CITY thirty five dollars (\$35.00) per hour, per field for overhead field lights on the softball fields at Carlon Park. The responsibility of turning on the overhead lights lies with the CITY. This fee is subject to change if the CITY incurs a rate increase from the Power Company.
    - ii. Field Preparation Fee (League) - GYGSA shall pay thirty five dollars (\$35.00) per field per night for softball fields used by GYGSA. Said fee shall constitute a Field Preparation.
    - iii. Field Preparation Fee (Tournaments) - GYGSA shall pay thirty five dollars (\$35.00) per field preparation at Carlon Park per field per game and forty five dollars (\$45.00) per field, per game at the Selah High School fields. These fees are subject to increase

2.5% for Cost of Living in the first year of the agreement and revisited by both parties each year for the remainder of the agreement.

- D. Payment Terms - The City shall bill GYGSA on a yearly basis. Final Billing and payment of the use fees shall occur within thirty (30) days of the end of GYGSA'S use of the fields for the year.
  - E. Use and Scheduling - The CITY agrees that GYGSA shall have priority use of the five (5) softball fields at Carlon Park during their normal softball season of March through October, except where the Selah School District Softball teams will have priority of scheduling. The CITY reserves the right to coordinate all scheduling of events on the softball fields and guarantees GYGSA that:
    - i. All scheduled GYGSA practices and games, to include tournaments, will be guaranteed scheduling priority usage in cooperation with the Selah School District due to the existing "joint use facilities" agreement. GYGSA shall present to the CITY a proposed schedule for all GYGSA practices and games at least ten (10) days prior to the first GYGSA game or practice at Carlon Park. GYGSA shall present to the City the tournament schedule the **Monday** before each tournament begins.
    - ii. All tournaments shall be scheduled by November 30<sup>th</sup> for the next year.
  - F. Field Improvements - GYGSA may consider making improvements to the softball fields at Carlon Park as finances allow. GYGSA shall not make any improvements to the field(s) without written authorization of the CITY. Any improvements made by GYGSA to Carlon Park shall become the property of the CITY upon termination and/or expiration of this Agreement. All improvements shall remain at Carlon Park unless the CITY asks GYGSA to remove them.
4. CONCESSION STAND LEASE: Concessions have been taken over by Darren Uceny. GYGSA will have no involvement.
5. WATER AND TAXES: CITY will pay all irrigation expense, all irrigation and drainage assessments assessed against the Carlon Park facility during the term hereof and at CITY'S own cost and expense to provide all necessary labor, materials, supplies and equipment necessary to properly maintain the park and leased premises. CITY will pay all taxes but shall not be responsible to GYGSA for the water supply to the land or be liable for damages resulting from shortage of water from any case.
6. CONDITION OF PREMISES: GYGSA agrees to use Carlon Park for the purposes enumerated herein. GYGSA shall take all reasonable measures to ensure that the Carlon Park facility is not damaged in any manner except for reasonable wear and tear. GYGSA shall be responsible for any damage caused as the result of the actions or omissions of its employees, representatives and agents with respect to the use of the Carlon Park facility. GYGSA shall be responsible for any damage to the Carlon Park facility as the result of the actions or omissions of any of the participants to the softball games, practices, and tournaments sponsored by GYGSA.

7. LIENS: GYGSA agrees not to allow or permit any liens to attach to the CITY'S interest in Carlon Park and the concession stand.
8. INDEMNIFICATION AND HOLD HARMLESS
  - A. GYGSA hereby agrees to indemnify and hold harmless the CITY on account of any claims, damages, actions or causes or action, or any liability whatsoever on account of or resulting from the use of the softball fields during GYGSA activities conducted during the term of this Agreement. Said agreement includes indemnification for any costs of litigation and reasonable attorney's fees that may be incurred by the CITY
  - B. GYGSA shall keep in effect at all times during the term of this Agreement, liability insurance in the amount of one million dollars (\$1,000,000) per occurrence. The CITY shall be named as an additional insured on the liability policy. GYGSA shall provide the CITY, on an annual basis, a copy of said liability insurance policy.
9. ASSIGNMENT AND SUB-LEASE: This Agreement is personal to GYGSA and shall not be transferred. Further, no portion of Carlon Park may be sub-let to any person, firm or corporation without written consent of the CITY being first obtained.
10. DEFAULT AND REENTRY: If any rent or fees shall be and remain unpaid when the same shall be due, or if GYGSA shall violate or default in any of the covenants and agreements herein contained, then the CITY may terminate this Agreement and lease upon giving a written forty-five (45) day notice (said notice will be provided to all board members of GYGSA), and the CITY may reenter the premises and require GYGSA to vacate unless the default is cured within the forty-five (45) day notice period.
11. TERMINATION BY CITY - In addition to any other reason for termination contained herein, this Agreement may be terminated by the CITY at its option if any one or more of the following events shall occur:
  - A. A transfer, assigning or subletting of any GYGSA rights of interests hereunder without the prior written consent of the CITY, or
  - B. Any lien is filed against the premises because of any act or omission of GYGSA and it is not removed with a reasonable period of time, or
  - C. GYGSA shall voluntarily abandon, desert, terminate or discontinue its operation of the facility, or
  - D. GYGSA shall fail to duly and punctually pay the rentals and/or fees as required under this Agreement when due to the CITY, or
  - E. GYGSA fails to comply with any of its obligations hereunder, or
  - F. GYGSA no longer practices or plays softball at Carlon Park, or
  - G. GYGSA fails to adequately maintain financial records relative to the rental of CITY property.
12. HEIRS, PERSONAL REPRESENTATIVES AND ASSIGN: This agreement shall be binding upon and shall inure the benefit of the heirs, legal representatives, and assigns of the parties hereto.

13. ATTORNEY'S FEES: In any suit arising out of the enforcement of this agreement, the prevailing party shall recover reasonable attorney's fees in addition to the costs allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

**GYGSA**

**CITY OF SELAH**

\_\_\_\_\_

\_\_\_\_\_  
Sherry Raymond, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Dale Novobielski, Clerk/Treasurer

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Rob Case, City Attorney





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



Council Meeting      Action Item

4/13/2021

N – 5

**Title:** Resolution Authorizing the Mayor to Sign an Agreement with EIP Holdings II, LLC for Future Ground Lease and Easement Rights to a Cell Tower Site Located at 1303 Goodlander Road.

**From:** Donald Wayman, City Administrator

**Action Requested:** Approval

**Staff Recommendation:** Approve the resolution.

**Fiscal Impact:** Additional revenue to Water Reserve Fund 461 in the amount of \$1000.00 per month with a one-time closing bonus of \$5000.00 until CY 2027. Beginning in 2027, The City shall receive from the grantee, either 18,000.00 per year or 50% of revenues generated by the subject cell tower, whichever is the greater sum.

**Funding Source:** N/A

**Background / Findings & Facts:** The City of Selah was approached by EIP Holdings II LLC with a proposal to purchase the future ground lease and easement rights to a property located at 1303 Goodlander Road which is currently held by United States Cellular Wireless Communications until January 2027. EIP II Holdings, LLC wishes to obtain the ground lease and easement rights with an offer of increased compensation to the City of Selah. This compensation is at a rate of \$1,000.00 per month until CY 2027 with a one-time \$5000.00 signing bonus. When the rights are transferred to EIP Holdings II, LLC, payments will be at a rate of \$18,000.00 per year or 50% of revenues generated by the cell tower site,



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



whichever is the greater sum. U. S. Cellular currently pays approximately \$350.00 per month to the City of Selah. U.S. Cellular was contacted by City Staff and chose not to reply.

**Recommended Motion:** That the Council authorizes the Mayor to sign the proposed agreement.

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

Date:

4/8/1997

Action Taken:

Resolution Authorizing the Mayor To Sign a Lease Agreement with U.S. Cellular for a Communication Tower on Property Owned by the City of Selah

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN  
AN AGREEMENT WITH EIP HOLDINGS II, LLC FOR FUTURE  
GROUND LEASE AND EASEMENT RIGHTS TO A CELL  
TOWER SITE LOCATED AT 1303 GOODLANDER ROAD.**

WHEREAS, The City of Selah wishes to enter an agreement with EIP Holdings II, LLC, allowing them ground lease and easement rights to a certain cell tower site located at 1303 Goodlander Road, Selah, Washington, commencing on 1 January, 2027.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign the above mentioned agreement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 13th day of April 2021.

\_\_\_\_\_  
Sherry Raymond, Mayor

ATTEST:

\_\_\_\_\_  
Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Rob Case, City Attorney

April 7, 2021

City of Selah  
115 W. Naches Avenue  
Selah, WA 98942

**RE: Letter Agreement**

Dear City of Selah:

EIP Holdings II, LLC ("Grantee") is pleased to present this Letter Agreement ("Agreement") to City of Selah, Washington ("Grantor") for the grant of easement rights to Grantee in, to, under and over specific real property that Grantor owns located at or about 1303 W. Goodlander Road, Selah, WA 98942 ("Property"). The following are the terms and conditions of the Agreement, which shall be supplemented by an Easement Agreement in the form attached hereto as "Attachment A" ("Easement Agreement") that shall be entered into by and between Grantee and Grantor in accordance with the terms of this Agreement:

**Grant of Easement; Consideration**

1. Grantor shall grant an easement ("Easement") to Grantee at Closing, which Easement shall have a location and permissible scope of use conforming to that certain Ground Lease initially entered into by and between City of Selah, Washington, as lessor, and USCTC of Yakima, dba United States Cellular Wireless Communications, as lessee, dated April 21, 1997, including any amendments thereto ("Current Agreements"). Such grant shall be in accordance with the terms more particularly set forth in the Easement Agreement.
2. Commencing upon Closing, Grantee shall pay to Grantor annually in advance (which shall mean no later than the fifteenth calendar day of the month in which the anniversary of Closing occurs) the sum of Twelve Thousand and No/100 Dollars (\$12,000.00) until the expiration or earlier termination of the Current Agreements, with any partial year prorated. If any of these payments is not fully and timely made by Grantee, Grantee shall owe and pay to Grantor without any necessity of demand by Grantor a late payment penalty equal to one-hundred percent (100%) of the past-due sum.
3. Commencing upon the expiration or earlier termination of the Current Agreements, Grantee shall thereafter pay to Grantor ongoing annual payments equal to the greater of (i) Fifty Percent (50%) of Net Rental Revenues received by Grantee, or (ii) Eighteen Thousand and No/100 Dollars per year (\$18,000.00), which sum shall increase annually thereafter by Three Percent (3%). For the determination of the amounts payable hereunder, Net Rental Revenues shall mean all revenues, monies, funds and receipts whatsoever received by Grantee (and/or by any lessee(s) for occupancy of Grantee's parent, subsidiary, successor, assignee or affiliated entities) during each given calendar year from any entity, person or source whatsoever (including but not limited to any of Grantee's parent, subsidiary, successor, assignee or affiliated entities) in the relation to the Easement subsequent to the expiration or earlier termination of the Current Agreement less any capital expenditures, operating expenses and property tax payments made by Grantee regarding the Easement and the Facilities during such calendar year. Each such payment shall be made by Grantee to Grantor no later than the fifteenth calendar day of the month in which the anniversary of Closing occurs. If any of these payments is not fully and timely

made by Grantee, Grantee shall owe and pay to Grantor without any necessity of demand by Grantor a late payment penalty equal to one-hundred percent (100%) of the past-due sum, provided however that no late payment penalty shall be owed by Grantee for any amount or amounts for which a bona fide dispute exists between the parties.

4. Grantee shall prepare books and records of the Net Rental Revenues in accordance with generally accepted accounting principles, and shall maintain such books and records for at least twenty-four (24) months after the end of each calendar year. Grantor may inspect and/or audit Grantee's books and records applicable to Net Rental Revenues on one (1) occasion during each calendar year. Grantor shall send to Grantee a copy of such books and records upon request. If an inspection or audit of the Net Rental Revenues for any calendar year shows a discrepancy between the amount of the Net Rental Revenues actually paid to Grantor and the amount of Net Rental Revenues that should have been paid to Grantor, the parties shall rectify the discrepancy by corresponding payment to Grantor or refund to Grantee.
5. If this Agreement is executed by Grantor on or before April 15, 2021, then Grantee shall pay to Grantor the additional one-time, non-refundable bonus sum of Five Thousand and No/100 Dollars (\$5,000.00) at Closing. Grantor shall keep and retain the above-specified bonus sum in the event Grantee elects to terminate this Agreement unilaterally. Grantor shall not keep and retain the above-referenced bonus sum in the event Grantee terminated this Agreement for any materially reason related to the transaction.

#### **Warranties of Grantor**

6. Grantor warrants to Grantee that, as of the Effective Date through the occurrence of Closing:
  - (i) Grantor is the legal owner of fee title to the Property and has the legal right and authority, and has obtained all necessary approvals, to execute this Agreement and the Easement Agreement and to consummate the transaction contemplated herein.
  - (ii) Grantor has provided to Grantee true and complete copies of the Current Agreements, all amendments and addendums thereto, and all other writings or agreements relating in any way to the Easement or Grantee's use thereof or relating to communications facilities on the Property; all of such documents are in full force and effect; no party is in default of any of such documents; no party has indicated any intention to terminate any aspect of the Current Agreements prior to the natural expiration thereof or to otherwise cease to utilize the applicable premises thereunder; and Grantor shall not extend or otherwise revise any of such documents without Grantee's prior written consent, which consent may be denied in Grantee's sole discretion.
  - (iii) The final term (including all renewal terms that occur automatically or at the lessee's option) of the Current Agreements will expire on or before June 30, 2027.
  - (iv) To Grantee's knowledge, there is not any consequential amount or amounts of any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation located on, under or about, or otherwise affecting, the Property.

- (v) There is no mortgage, deed of trust, lien, security interest or other financial encumbrance on or affecting the Property except as identified below (“Mortgage”); Grantor is current in all payments and not otherwise in default of the Mortgage or any loans secured by the Mortgage; and Grantor shall not place any further encumbrances on the Property prior to the recordation of the Easement Agreement to be executed at Closing:

Mortgagee: \_\_\_\_\_  
Maximum Secured: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_

7. Grantor acknowledges that Grantee is entering into this Agreement in reliance upon the warranties made by Grantor herein. Grantor shall indemnify, defend and hold harmless Grantee for any claim or harm suffered by Grantee due to any breach or failure of such warranties.

#### **Due Diligence**

8. Commencing upon the Effective Date and extending until Closing, Grantee may conduct any due diligence investigations related to the Property and the Easement as Grantee deems appropriate (“Due Diligence Period”). In the event that Grantee determines that any aspect of its due diligence investigations is unsatisfactory, Grantee may terminate this Agreement upon notice to Grantor.
9. Grantor shall provide to Grantee all information and documentation reasonably requested by Grantee for Grantee’s due diligence investigations to the extent that such information and documentation exists and is reasonably available to Grantor. However, Grantee shall have no obligation to provide Grantee with copies of any documents that have been formally recorded with the Yakima County Auditor’s Office.
10. If any Mortgage affects the Property, Grantor shall exercise good faith efforts to obtain a non-disturbance agreement in a form acceptable to Grantee from each mortgagee under each Mortgage prior to the expiration of the Due Diligence Period. The Due Diligence Period shall be reasonably extended until all non-disturbance agreements are provided.

#### **Closing**

11. Upon Grantee’s satisfaction with its due diligence investigations, the parties shall promptly conduct a settlement of the transaction (“Closing”) at which time (i) Grantee and Grantor shall execute the Easement Agreement and (ii) upon such execution, Grantee shall pay to Grantor the consideration due at Closing. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this section and therefore, Grantor and Grantee shall have the right to specifically enforce the provisions of this Agreement in the Yakima County Superior Court, and Grantee hereby stipulates to personal jurisdiction and venue exclusively in such court.

#### **Miscellaneous**

12. The term of this Agreement shall commence upon the Effective Date and, if not terminated in accordance with the due diligence provisions herein, shall run and expire concurrently

with the term of the Easement Agreement. Notwithstanding the foregoing, any indemnity provisions of this Agreement shall survive such expiration.

13. As a condition of payment, Grantor and any successor shall provide to Grantee any reasonably requested form to identify any payee's tax identification number.
14. To the extent of any inconsistency between this Agreement and the Easement Agreement, the terms of the Easement Agreement shall control.
15. This Agreement, the Easement Agreement and all aspects of the relationship and transaction(s) between Grantor and Grantee shall be subject to and controlled by the internal laws (not including any conflict-of-law or choice-of-law provisions) of the State of Washington and not by any other state or states' laws.
16. In the event that any Party files any lawsuit or pursues any appeal against or adversarial to the other Party that in any way, degree or manner stems from or relates to this Agreement, the Easement Agreement or any aspect of the relation and transaction(s) between the parties, the substantially prevailing party shall be entitled to recover from the other Party all expenses, court costs, expert witness expenses and attorneys' fees incurred by the substantially prevailing party thereon.
17. This Agreement shall become effective and legally binding only upon the full execution of this Agreement by both Grantor and Grantee in the signature block below ("Effective Date"). If this Agreement is executed in several counterparts, all counterparts shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by email, facsimile or other electronic transmission shall be equally as effective as delivery of a manually executed counterpart.

Very truly yours,

EIP Holdings II, LLC



By:

John P. Lemmon  
EVP and General Counsel

[Signatures to immediately follow.]

IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this Agreement.

GRANTOR:

City of Selah

By: \_\_\_\_\_  
Name: Sherry Raymond  
Title: Mayor  
Date: April 13, 2021

ATTEST:

By: \_\_\_\_\_  
Name: Dale Novobielski, Clerk/Treasurer

GRANTEE:

EIP Holdings II, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John P. Lemmon  
Title: EVP and General Counsel  
Date: \_\_\_\_\_



**“ATTACHMENT A”**

**Easement Agreement**

(Attached.)

PREPARED BY AND  
WHEN RECORDED MAIL TO:

Ann K. Ultsch, Esq.  
EIP Holdings II, LLC  
c/o Everest Infrastructure Partners  
Two Allegheny Center  
Nova Tower 2, Suite 703  
Pittsburgh, PA 15212

\_\_\_\_\_ SPACE ABOVE THIS LINE FOR RECORDER'S USE \_\_\_\_\_

### **EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ ("Effective Date") by and between **CITY OF SELAH, WASHINGTON** ("Grantor") and **EIP HOLDINGS II, LLC**, a Delaware limited liability company ("Grantee"). Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

#### **RECITALS:**

**WHEREAS**, Grantor is the fee owner of that certain real property located at or about 1303 W. Goodlander Road, Selah, WA 98942 ("Property"), which Property is more particularly described on "Attachment A" appended hereto and made a part hereof; and

**WHEREAS**, Grantor and Grantee have entered into that certain Letter Agreement last executed the \_\_\_\_ day of \_\_\_\_\_, 2021 ("Letter Agreement"), in which Grantor has agreed to grant to Grantee certain rights in, to, under and over the Property in accordance with the terms herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree and covenant to and with each other the following:

1. **Recitals; Letter Agreement.** The recitals and definitions set forth above and the Letter Agreement are incorporated herein by reference and made a part of this Agreement.

2. **Grant of Easement.** Grantor grants and conveys to Grantee:

(a) easement rights ("Site Easement") in, to, under and over the portions of the Property leased and/or otherwise utilized pursuant to the leases or other agreements listed on "Attachment B" appended hereto ("Current Agreements"), for the specific permitted usages of transmission and reception of any and all wireless communication signals; construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, cabinets, buildings, ice bridges, fences, gates and all related facilities (collectively "Facilities"); and any necessary and customary activities and uses of the Site Easement related to the operation of a wireless communications site, which Site Easement shall be exclusive except for any contrasting rights granted prior to the Effective Date via the Current Agreements and shall then become exclusive upon the expiration or earlier termination of the Current Agreements; and

(b) non-exclusive easements ("Access and Utility Easements") in, to, under and over the portions of the Property leased and/or otherwise utilized pursuant to the Current Agreements for the specific permitted usages of ingress and egress to and from the Site Easement and a publicly dedicated roadway; construction, installation, maintenance, repair, replacement, improvement, operation and removal of utilities, fiber and the like providing service to and from the Site Easement and the Facilities; and any necessary and customary activities and uses (the Site Easement and Access and Utility Easements are collectively referred to herein as the "Easement").

3. **Current Agreements.** Grantor shall not transfer or assign to Grantee all or any portion of its rights, obligations, title and interest in, to and under the Current Agreements. During the term of the Current Agreements, maintenance of the Easement is the responsibility of any tenants under the Current Agreements, and Grantee shall not be responsible for any default thereof by any tenants under the Current Agreements nor obligated to cure or seek remedy for such default. Grantor shall not extend or revise the Current Agreements without Grantee's prior written consent, which consent may be denied in Grantee's sole discretion. Grantor hereby irrevocably constitutes and appoints Grantee as Grantor's true and lawful attorney-in-fact to deliver notices and effectuate on behalf of Grantor (i) termination of any Current Agreements and (ii) waiver of any removal of improvements and/or site restoration obligations under the Current Agreements.

4. **Use of Easement.** Subject to the remaining term of the Current Agreements, Grantor shall provide to Grantee the quiet enjoyment and use of the Easement. Grantee shall have the exclusive, unrestricted right to lease, sublease, license, transfer, assign or encumber, in whole or in part, or grant the use of the Easement and/or Grantee's rights under this Agreement to any parties, including but not limited to (i) any lessee, sublessee or licensee under the Current Agreements, (ii) communication service providers or tower owners or operators, (iii) the affiliates, subsidiaries, parents and successors of Grantee, and (iv) holders of security interests (collectively, including successors and assigns, "Customers"). Grantee and its Customers shall have the right to enter and access the Easement at any time, twenty-four (24) hours a day, seven (7) days a week.

5. **Term.** This Agreement and the Easement shall commence on the Effective Date and extend until terminated in accordance with the terms herein.

6. **Termination.** In the event Grantee and its Customers cease all use of all portions of the Easement for a period of more than three (3) consecutive years (for reasons other than casualty or force majeure) subsequent to the expiration of the Current Agreements, the Easement shall be deemed abandoned and this Agreement shall be terminated. Limited or partial use of the Easement by Grantee or any

Customers shall not be deemed a surrender or abandonment of the Easement or any unused portion thereof, nor prevent Grantee from benefiting from the full use and enjoyment of the entirety of the Easement. Grantee may unilaterally terminate this Agreement upon written notice to Grantor. This Agreement may not be unilaterally terminated by Grantor. This Agreement may not be terminated by Grantor except in the event of a Grantee default as follows: (i) if Grantee fails to timely pay any sums due to Grantor and Grantee fails to cure such default within fifteen (15) days after receipt of written notice from Grantor of non-payment, or (ii) if Grantee fails to observe or perform any of the other covenants, conditions or provisions of this Agreement and Grantee fails to cure such default within sixty (60) days after receipt of written notice from Grantor of such default, or if such default cannot be reasonably cured within sixty (60) days then unless Grantee begins to cure such default within sixty (60) days and diligently pursues such cure to completion, then Grantor may terminate this Agreement by providing written notice of termination to Grantee delivered prior to Grantee's cure or commencement of a cure in accordance (i) or (ii). Upon termination Grantee and Grantor shall cooperate in the execution and recordation of any document reasonably required to evidence such termination and Grantor shall no later than the fifteenth calendar day following the effective date of termination pay to Grantor without necessity of demand by Grantor all amounts owed by Grantee for the calendar year in which termination became effective.

7. **Improvements.** Grantee and its Customers may construct improvements in, to, under and over the Easement, all of which shall be deemed part of the Facilities. The Facilities shall remain the personal property of Grantee and its Customers, as applicable, and Grantor shall possess no right, title or interest therein.

8. **Taxes.** Upon the expiration of the Current Agreements, Grantee shall thereafter pay as a site expense all taxes directly attributable to the Facilities as evidenced by an applicable tax bill. Grantor shall pay all other taxes that are not directly attributable to the Facilities.

9. **Exclusive Use; Interference.** Except for Grantee's use or the use of any Customers or third parties with Grantee's permission or as otherwise permitted by the Current Agreements, no portion of the Property, or any other property owned by Grantor or any reasonably related party and located within a one (1) mile radius of the Property, shall be used in any manner for communications towers, facilities and/or transmissions without the prior written consent of Grantee, which consent may be withheld in Grantee's sole discretion. Grantor shall not install or permit to be installed any structure or equipment which causes measurable interference to the equipment of Grantee or its Customers, or otherwise permit any portion of the Property to be used in a manner which materially interferes with the operations of Grantee or its Customers. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, Grantee shall have the right to specifically enforce the provisions of this paragraph in the Yakima County Superior Court.

10. **Environmental Covenants and Indemnity.** Neither Grantor nor Grantee will introduce or use material amount or amounts of any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Materials") on, under or about the Property or the Easement in violation of any applicable law or regulation. Grantor and Grantee shall each indemnify, hold harmless and if reasonably necessary formally defend the to-be-defended Party via a lawyer chosen by the to-be-defended Party's choosing who shall be immediately and ongoingly paid by the defense-providing Party, from and against any and all losses, costs, claims, enforcement actions and expenses, including reasonable attorneys' fees, arising out of the presence of Hazardous Materials upon or affecting the Property or the Easement and caused by the indemnifying Party. The provisions of this paragraph shall survive any termination of this Agreement.

11. **General Indemnity.** Grantor and Grantee shall each indemnify, hold harmless and if reasonably necessary formally defend the to-be-defended Party via a lawyer chosen by the to-be-defended

Party, against any and all losses, costs, claims and expenses, including reasonable attorneys' fees, arising out of (i) the breach of any representation, warranty or covenant set forth herein by the other Party or (ii) the use and/or occupancy of the Property or the Easement by the other Party, except to the extent arising from the negligence or intentional misconduct of the would-be-indemnified-held-harmless-or-defended Party. The provisions of this paragraph shall survive any termination of this Agreement.

**12. Transfer of the Property; Assignment.** The provisions and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors and assigns. Should Grantor sell or otherwise convey all or any part of the Property, such sale or conveyance shall be under and subject to the terms contained in this Agreement and Grantee's rights hereunder. Notwithstanding the foregoing, this Agreement and the Easement are for the benefit of Grantee and its successors and assigns, rather than for the benefit of any other tract of land, and may be assigned freely, in whole or in part, by Grantee and its successors and assigns, to (i) any affiliate, subsidiary or parent of the assigning party, or (ii) any assignee which cumulatively owns, manages or is assigned a minimum of two hundred fifty (250) telecommunications sites or agreements. Any other assignment in whole shall require the consent of Grantor, such consent not to be unreasonably withheld, conditioned or delayed. Any assignee in whole shall assume all of the obligations of Grantee under the terms of this Agreement.

**13. Estoppel Certificate.** Each Party shall, within ten (10) days after request by the other Party, execute and deliver to the requesting Party a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether, to the responding Party's knowledge, either Party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement or the Property.

**14. Condemnation.** In the event of any condemnation of the Easement in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easement is located, business dislocation expenses and any other award or compensation to which Grantee may be legally entitled.

**15. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Grantor and Grantee as set forth on the signature pages. Either Party may change its notice address by providing notice as set forth herein.

**16. Miscellaneous.**

- (a) This Agreement, including all exhibits attached hereto and the Letter Agreement, constitutes the entire agreement and understanding of both Parties with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements, and any amendments to this Agreement must be in writing and executed by both Parties;
- (b) This Agreement, the Letter Agreement and all aspects of the relationship and transaction(s) between Grantor and Grantee shall be subject to and controlled by the internal laws (not including any conflict-of-law or choice-of-law provisions) of the State of Washington and not by any other state's or states' laws.

- (c) In the event that either Party fails to pay when due any taxes, loans, judgments or payments attributable to or encumbering the Property, Easement or this Agreement, the other Party shall have the right, but not the obligation, to pay such sums on behalf of the non-paying Party, and the non-paying Party shall thereafter reimburse the paying Party for the full amount of such sums paid within five (5) business days of the non-paying Party's receipt of an invoice from the paying Party, or at the paying Party's option the paying Party may offset such amount, plus reasonable interest thereon, against any sums due from the paying Party to the non-paying Party;
- (d) In the event Grantee encumbers, pledges or otherwise assigns the Easement and/or Grantee's rights under this Agreement as collateral to secure any debt or other obligation of Grantee, (i) Grantor consents to such collateral assignment, (ii) the applicable holder of such collateral and its administrative agents shall be third party beneficiaries of such Grantor consent, and (iii) such Grantor consent may not be amended without the consent of the holder and its administrative agents;
- (e) In the event that any provision of this Agreement is held to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid and enforceable to most closely reflect the intent of the Parties as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement and the other provisions of this Agreement shall remain in full force and effect;
- (f) The Parties shall perform, execute and/or deliver promptly any and all such further acts and documents as may be reasonably required to consummate and continue to effectuate the transaction contemplated in this Agreement, including but not limited to the execution of any applicable zoning or land use forms, utility easements, and transfer and recordation forms for this Agreement and the transaction contemplated herein;
- (g) The section headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement;
- (h) This Agreement has been negotiated at arm's-length, and in the event of any ambiguity in any of the terms and provisions, this Agreement shall be interpreted in accordance with the intent of the Parties and shall not be interpreted against or in favor of either Grantor or Grantee;
- (i) Each Party acknowledges that neither Party has provided any legal or tax advice to the other regarding the transaction contemplated in this Agreement or in connection with the execution of this Agreement or any ancillary documents, and each Party has had the full opportunity to avail itself of legal and financial representation;
- (j) In the event that any Party files any lawsuit or pursues any appeal against or adversarial to the other Party that in any way, degree or manner stems from or relates to this Agreement, the Letter Agreement or any aspect of the relation and transaction(s) between the Parties, an action for the enforcement or breach of this Agreement, the substantially prevailing Party shall be entitled to recover from the

other Party all expenses, court costs, expert witness expenses and attorneys' fees incurred by the substantially prevailing Party thereon.

- (k) Any Party, at its own expense, may record this Agreement upon the full execution hereof; and
- (l) This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

**[Signatures to immediately follow.]**

**IN WITNESS WHEREOF**, and intending to be legally bound, Grantor and Grantee have executed this Agreement.

**GRANTOR:**

**City of Selah, Washington**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

115 W Naches Avenue  
Selah, WA 98942

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of City of Selah, Washington, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of said City by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:



**GRANTEE:**

**EIP Holdings II, LLC,  
a Delaware limited liability company**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Two Allegheny Center  
Nova Tower 2, Suite 703  
Pittsburgh, PA 15212

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF ALLEGHENY )

SS:

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of EIP Holdings II, LLC, a Delaware limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**“Attachment A”**

Property

In the County of Yakima, Washington

Legal Description:

*[To be inserted per title report.]*

Parcel/Tax Number: 18142633005

**“Attachment B”**

Current Agreements

1. That certain Ground Lease initially entered into by and between City of Selah, Washington, as lessor, and USCTC of Yakima, dba United States Cellular Wireless Communications, as lessee, dated April 21, 1997, including any amendments thereto.
2. Any other leases, licenses or agreements respecting the Easement to which Grantor is a party.

## GROUND LEASE

**COPY**

This Lease is made and entered into the 21<sup>st</sup> day of April, 1997, by and between CITY OF SELAH, WASHINGTON, 115 W. Naches Ave, Selah, Washington (hereinafter, the "Lessor") and USCTC of Yakima, dba UNITED STATES CELLULAR WIRELESS COMMUNICATIONS, Attn: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631.

For and in consideration of the mutual promises, conditions, and other and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Demise of Leasehold Parcel. Lessor hereby lets and demises unto Lessee, and Lessee hereby receives and accepts from Lessor, the following described Leasehold Parcel:

A parcel of land containing 3,885 sq. ft. more or less located at the City owned reservoir in Section 35, Township 14, Range 18, County of Yakima, State of Washington. The Leased Premises is more particularly described on the survey attached hereto and made a part hereof.

2. Grant of Easement Parcels. Lessor hereby grants to Lessee the following described Easement Parcels appurtenant to the Leasehold Parcel:

Use: Access

Width: 30 Feet approximate length: 300 Feet

Path Description: From the end of Goodlander Road, westerly to the reservoir area to our leased site.

Use: Utilities

Width: 30 Feet approximate length: 300 feet

Path Description: LESSOR AGREES TO MAKE DIRECT EASEMENT GRANTS AS REQUIRED BY THE UTILITY COMPANIES BETWEEN LEASEHOLD PARCEL AND THEIR SERVICE CONNECTION POINTS.

3. Grant of Easement Rights. To effect the purpose of this Lease, Lessor hereby grants to Lessee the following Easement Rights: (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels; (b) the right to improve an access road within the Access Easement Parcel; (c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel; (d) the right to enter and temporarily rest upon Lessor's adjacent lands for the purposes of installing, repairing, replacing, and removing the leasehold improvements (the "Improvements") and any other personal property of Lessee upon the Leasehold Parcel and improving the Easement Parcels, including the

right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel, Easement Parcels, and Easement Rights are collectively referred to herein as the "Premises".

4. Survey/Site Plan. Lessee may, at Lessee's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the real estate underlying the Premises.

5. Use of the Premises. Lessee shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon, a communications antenna tower, (including aviation hazard lights when required), an access road, one ~~or more~~ <sup>RS</sup> equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage. <sup>Fac by US Cell by Briggs</sup>

6. Terms of Lease. This Lease shall commence on the first day of July, 1997, or the date on which construction begins whichever comes first, and shall expire *five (5) years* thereafter.

7. Option to Renew. Lessee shall have the option to renew this Lease for *five (5)* additional terms of *five (5) years* each, upon a continuation of all the same provisions hereof, by giving written notice to Lessor of Lesser's exercise of this option at least *sixty (60) days* before the expiration of the term then present at the time of such notice.

8. Option to Terminate. Lessee shall have the unilateral right to terminate this Lease at any time by giving written notice to Lessor of Lessee's exercise of this option *one (1) year* in advance of such termination as liquidated damages.

9. Base Rent. Lessee shall pay Base Rent to the Lessor in the amount of *Three Hundred Fifty Dollars (\$350.00)* per month which shall be due when construction begins as then regularly thereafter on the first day of each calendar month. Lessor shall specify the name, address, and taxpayer identification number of a sole payee (or maximum of two joint payees) who shall receive rent on behalf of the Lessor.

10. Adjusted Rent. On every *one (1) year* anniversary of the commencement date of the term of this Lease, and throughout the duration hereof as renewed and extended, the Base Rent shall be adjusted at the rate of *four percent (4%) per annum*.

11. Possession of Premises. Lessee shall not be entitled to take possession of the Premises and commence work to construct the Improvements until Lessee makes the first payment of rent. Lessee shall, however, be permitted to enter upon the Premises to cause engineering studies to be made with respect thereto, including surveys, soil test, radio wave propagation and field strength test, and such other analyses and studies of the Premises as Lessee determines to be necessary or desirable without being deemed to have taken possession.

12. Utilities. Lessee shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Lessee's operations.

13. Property Taxes. (a) Lessee shall pay all real and personal property taxes levied against the Leasehold Parcel and the Improvements, as well as any increase in Lessor's real estate taxes resulting from this Lease or Lessee's presence upon Lessor's lands. (b) Although Lessee will be receiving a separate tax bill for its personal property, the parties assume that the Leasehold Parcel will not be eligible for a separate assessor's parcel number. Therefore, Lessee shall contribute to the payment of real estate taxes on the underlying land promptly following Lessors demand therefore, as such amount shall reasonably be substantiated. (c) Lessee shall have the right, but no obligations, to pay Lessor's real estate taxes on the underlying land if the same become delinquent, to ensure that Lessee's leasehold interest does not become extinguished. Lessee shall be entitled to take a credit against for the portion of Lessor's taxes which it was not Lessee's obligation to pay, as such amount shall reasonably be substantiated.

14. Repairs. Lessee shall be responsible for all repairs of the Improvements, and may at its own expense, alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Lessee may not make any significant changes to the exterior appearance of the site without the Lessor's permission. Such permission shall not be unreasonably withheld.

15. Mutual Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by or on behalf of, or through any fault of Lessee, or in any resulting damage from Lessee's presence upon the Lessor's lands. Lessor shall indemnify and hold Lessee harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessor. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

16. Insurance. Lessee shall continuously maintain in full force and effect, a policy of commercial general liability insurance with limits of not less than *two million dollars (2,000,000.00)* covering Lessee's work and operations upon Lessor's lands.

17. Monetary Default. Lessee shall be in default of this Lease is Lessee fails to make a payment of rent when due and such failure continues for *fifteen (15) days* after Lessor notifies Lessee in writing of such failure.

18. Opportunity to Cure Non-Monetary Defaults. If Lessor or Lessee fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of *thirty (30) days* shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional *thirty (30) days*, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

19. Assignment of Lease by Lessee. This Lease and the Premises hereunder shall be freely assignable by the Lessee to any other party without the necessity of obtaining Lessor's consent. Lessee's right to effect an outright transfer of the Premises, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Lessee shall notify Lessor in writing of the name and address of any assignee of collateral assignee.

20. Subleasing. Lessee shall have the unreserved and unqualified right to sublet tower, building, and ground space upon the Premises to subtenants without the necessity of obtaining Lessor's consent. Notwithstanding the foregoing, the parties understand and acknowledge that the Leased Premises and improvements thereon are intended to be available to other cellular or wireless communication facilities who have established a license and need to locate in the geographic area ("co-locate"). Lessor encourages Lessee to make the Leased Premises and improvements located thereon available to others provided such co-location is feasible from an engineering standpoint and does not materially interfere with Lessee's rights under this Lease and any applicable license or authority. Accordingly, Lessee shall not unreasonably withhold its consent to another person or entity who wishes to co-locate on the Leased Premises and improvements thereon; provided, however, such entity or third party pays or reimburses Lessee for any and all necessary costs and expenses associated with the co-location on Lessee's tower.

21. Execution of Other Instruments. Lessor agrees to execute, acknowledge, and deliver to Lessee, other instruments respecting the Premises, as Lessee or Lessee's lender may reasonably request from time to time; provided that any such instruments are in furtherance of, and do not substantially expand, Lessee's right and privileges herein established.

22. Removal of Improvements. The Improvements are agreed to be Lessee's personal property and shall never be considered fixtures to the real estate. Lessee shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration of earlier termination of this Lease, Lessee shall, if requested by Lessor and at Lessee's expense, remove any above-ground Improvements from the Premises and Lessee shall remove all below-ground improvements to a depth of *three (3) feet* below normal grade.

23. Conditions Precedent. This Lease and Lessee's obligations hereunder, including the obligations to pay rent or liquidated damages, are expressly conditioned upon and subject to the following:

a. Lessee must receive all necessary local, state, and federal governmental approvals relating to Lessee's intended use of the Premises;

b. Lessee's technical reports must establish to Lessee's exclusive satisfaction that the Premises are capable of being suitably engineered to accomplish Lessee's intended use of the Premises;

c. Lessee's title insurer must determine that Lessor owns good and clear marketable title to the land underlying the Premises, and that such title is free from encumbrances and restrictions which would interfere with Lessee's ability to pledge the Leasehold real estate as collateral to secure debt financing.

24. Abatement of Rent Pending Conditions. Lessee shall have no obligation to pay rent until all the Conditions Precedent have been satisfied or waived, and rent which would otherwise be due for the intervening time pending satisfaction of the Conditions Precedent is hereby excused and forgiven.

25. Quiet Enjoyment. Lessor covenants that Lessee shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Lessor will not intentionally disturb Lessee's enjoyment thereof as long as Lessee is not in default under this Lease.

26. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Lessor has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereupon.



27. Binding Effects. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

29. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

30. Attorney's Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable attorney's fees and costs of appeal.

31. Additional Considerations. Lessee also agrees to replace the Lessor's fence at the reservoir site with a 8' chain link fence with 3 strands of barbed wire at the top around the entire perimeter of the said property. If reasonably requested by Lessor, Lessee also agrees to site-screen its equipment shed located on the Leased Premises; provided, however, the cost of such site-screening shall not exceed \$1,000.00.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LESSOR:

WITNESSES:

\_\_\_\_\_  
SSN or FIN

\_\_\_\_\_  
SSN or FIN

LESSEE:

USCTC of Yakima dba United States Cellular Wireless Communications

By: \_\_\_\_\_

Director of Network Operations  
Western Region

UNITED STATES CELLULAR WIRELESS COMMUNICATIONS

GROUND LEASE - 6

mef-c:\data\lease\uscellular

STATE OF )  
 ) ss.  
County of )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Robert Jones and \_\_\_\_\_, known to me to be the same person(s) (is) (are) subscribed to the foregoing Ground Lease, appeared before me this day in person and (severally) acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the purposes therein stated.

Given under my hand and seal this 15 day of April, 1997.

Kevin M. Roy  
Print Name: Kevin M. Roy  
Notary Public in and for the state  
of WA, residing in Yakima WA.  
My Commission Expires: 8/20/98

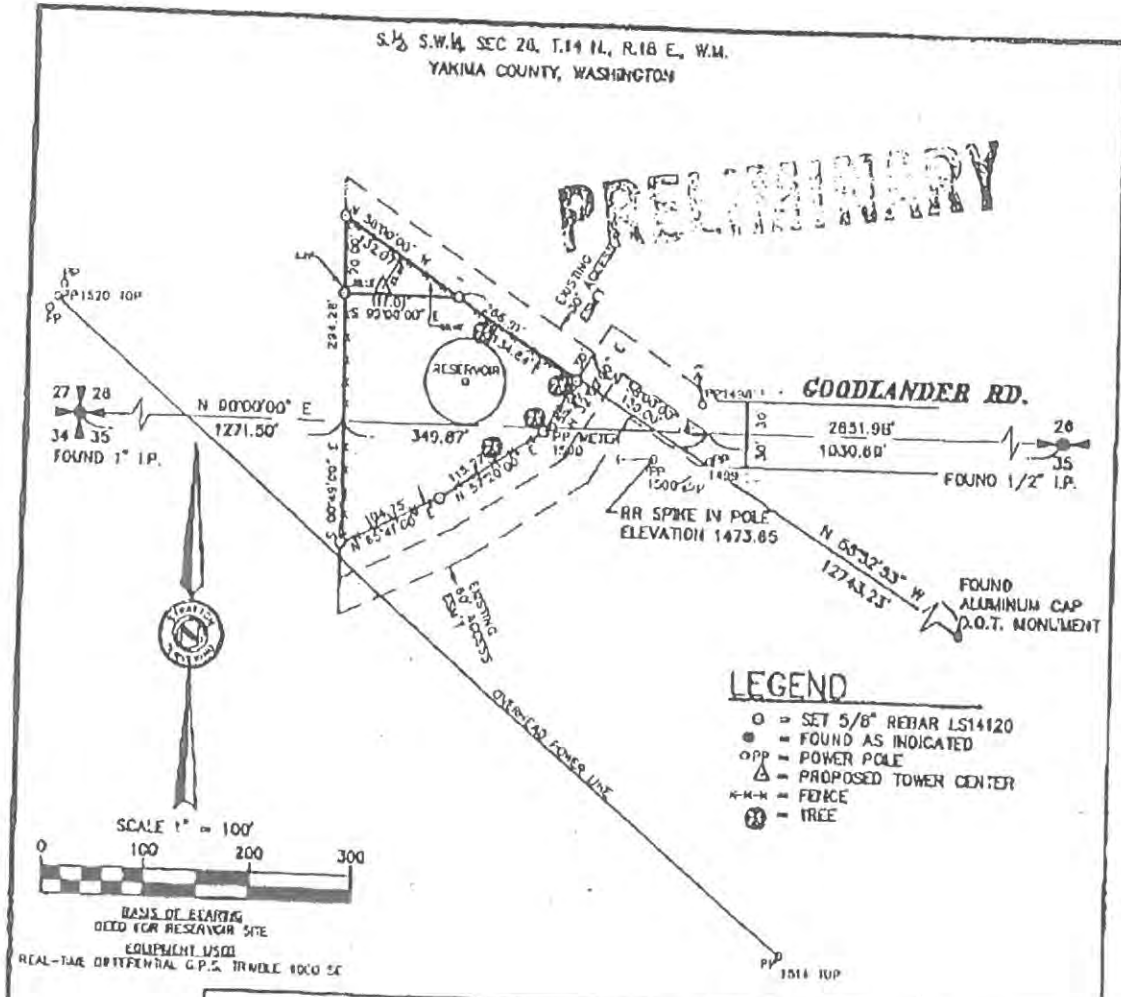
STATE OF Washington )  
 ) ss.  
County of Clark )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Wesley A. Demicheli and \_\_\_\_\_, known to me to be the same person(s) (is) (are) subscribed to the foregoing Ground Lease, appeared before me this day in person and (severally) acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the purposes therein stated.

Given under my hand and seal this 21st day of April, 1997.

Kathleen E. Hill  
Print Name: Kathleen E Hill  
Notary Public in and for the state  
of Washington, residing in Wenatchee  
My Commission Expires: 5-10-99

D:\2299\2-2.DWG 15:11:20 5/13/97 K.K.



**DESCRIPTION**

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 18 EAST, N.M., YAKIMA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 26, THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID SECTION SAID LINE 1030.00 FEET; THENCE NORTH 50° 00' 00" WEST LEAVING SAID LINE 130.00 FEET; THENCE SOUTH 32° 00' 00" WEST 30.00 FEET; THENCE NORTH 50° 00' 00" WEST 134.64 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 50° 00' 00" WEST 132.07 FEET TO THE NORTH CORNER OF CITY OF SELAH RESERVOIR SITE; THENCE SOUTH 00° 49' 00" EAST 70.00 FEET; THENCE SOUTH 90° 00' 00" EAST 111.01 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 3.883 AC. ±.

TOGETHER WITH AND SUBJECT TO EASEMENTS, PRESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW.

**BASIS OF LATITUDE, LONGITUDE & ELEVATION**

DERIVED FROM  
WASHINGTON STATE D.O.T. MONUMENT  
OP 39082-11 (1970)  
HADO B3 (1991)  
LATITUDE 48° 33' 49.20717" NORTH  
LONGITUDE 120° 32' 10.82007" WEST  
HADO B8  
ELEVATION 1,117 FEET

**PROPOSED TOWER CENTER**

HADO B3 (1991)  
LATITUDE 48° 33' 53.046" NORTH  
LONGITUDE 120° 32' 47.010" WEST  
HADO B8  
ELEVATION 1,512 FEET

PRELIMINARY

SURVEY FOR  
UNITED STATES CELLULAR  
**SELAH BUTTE SITE**



**STRATTON SURVEYING & MAPPING**  
7525 N. DESCHUTES PL. UNIT 10  
KENNEDY, WA 99326  
(509) 736-7364  
FAX: (509) 736-6360  
www.p3-ct.com

2299WS-2.DWG	
DATE: 03/19/97	SHEET 1 OF 2
DRAWN BY: K.K.	JOB # 2299

LESSOR OWNER STATEMENT

STATE OF WASHINGTON )  
                          ) SS.  
COUNTY OF YAKIMA   )

The undersigned, being first duly sworn, upon oath, makes the following statements:

1. That the undersigned is the sole owner of title in fee simple and is now in possession of the property described on Exhibit A attached hereto and made a part hereof.

The street address of which is: N/A.

2. That the improvements on said premises are complete in every respect and that no further expense will be incurred for the completion of said improvements whereby anyone would be entitled to file a mechanic's or materialmen's lien.

(NOTE: If there are any exceptions, state them here: None.)

3. That no person has claim to or against said premises for any reason whatsoever; that there is no suit or proceeding pending anywhere affecting said premises; that all bills and charges for work, labor and services rendered and materials furnished in or for the improvement of said premises or any part thereof have been or will be paid, and that no person or corporation has filed a mechanic's or materialmen's lien thereon; that no conditional bills of sale or financing statements have been filed against any fixtures or chattels attached to or used in connection with said premises; that said party is the owner of all personal property, chattels and fixtures attached to and appurtenant to or used in the operation of said premises and that none of said personal property, chattels and fixtures aforesaid has been bought under an agreement that title to them is not to vest until they are paid for, nor under any lease arrangement; that said premises, including all of said personal property, chattels and fixtures used in connection with the operation of said premises, are now free and clear of all taxes, encumbrances, security interests, special assessments, liens, judgments, bankruptcy or charges of every nature, save and except:

None.

4. That no contract has been entered into for the sale or conveyance of said premises by the undersigned or to the knowledge of the undersigned; and that there is outstanding no unrecorded deed, mortgage or other conveyance thereof executed by the undersigned or to the knowledge of the undersigned.

(NOTE: If there are any exceptions, state them here: None.)

5. That said premises are subject to only ordinary current leases to tenants now in possession, none of which provide for a term in excess of one year and none of which contain any option to purchase, right of renewal or other unusual provision.

(NOTE: If there are any exceptions, state them here: None.)

6. That the undersigned has no knowledge or has not been advised of any taxes or special assessments being levied against the premises which would constitute a lien, other than those of record, if any.

7. That the undersigned makes the above statements for the purpose of inducing (a) United States Cellular Operating Company of Yakima, a Washington corporation, to make rental payments, and (b) First American Title Insurance Company to issue a leasehold policy.

IN WITNESS WHEREOF, the undersigned has executed this statement this 15<sup>th</sup> day of August, 1997.

CITY OF SELAH,  
a municipal corporation

By:

[Signature]  
Robert Jones, its Mayor

On this 15<sup>th</sup> day of August, 1997, before me personally appeared Robert Jones to me known to be the Mayor of the City of Selah, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]  
Notary Public in and for  
State of Washington, residing  
at: Yakima, Washington

My Commission Expires:  
7/99

## EXHIBIT A

### LEASEHOLD PARCEL

That portion of the South Half of the Southwest Quarter of Section 26, Township 14 North, Range 18 East, W.M., Yakima County, Washington, described as follows:

Commencing at the South Quarter corner of said Section 26; Thence South 90° 00' 00" West along the South line of said section line 1030.60 feet; Thence North 58° 00' 00" West leaving said line 130.00 feet; Thence South 32° 00' 00" West 30.00 feet; Thence North 58° 00' 00" West 134.84 feet to the true point of beginning;

Thence continuing North 58° 00' 00" West 132.07 feet to the North corner of City of Selah reservoir site; Thence South 00° 49' 00" East 70.00 feet; Thence South 90° 00' 00" East 111.01 feet to the said true point of beginning.

### ACCESS AND UTILITY EASEMENTS

A non-exclusive easement for ingress and egress and utilities through, over and across a strip of land 60 feet in width, lying 30 feet on each side of the following described centerline: Beginning at the Northeast corner of the West Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 35, Township 14 North, Range 18 E.W.M.; thence North 90°00' West, along the North line thereof, to a point situate 1030.60 feet North 90°00' West from the Northeast corner of the Northwest Quarter of said Section 35; thence North 58°00' West 130 feet to the terminus of said centerline.

and

A non-exclusive easement for ingress and egress and utilities through, over and across the following described strip of ground: Beginning at the Northeast corner of the Northwest Quarter of Section 35, Township 14 North, Range 18 E.W.M.; thence North 90°00' West, along the North line thereof, 1030.60 feet; thence North 58°00' West 130.00 feet to the True Point of Beginning; thence South 32°00' West 30.00 feet; thence North 58°00' West 266.90 feet; thence North 0°49' West 35.70 feet, to a point bearing North 58°00' West from the True Point of Beginning; thence South 58°00' East 286.26 feet to the True Point of Beginning.

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM evidences that a lease was made and is hereby entered into by written Ground Lease executed April 15, 1997, between City of Selah, a municipal corporation, ("Lessor") whose address is 115 West Naches Avenue, Selah, Washington 98942 and USCTC of Yakima, hereby amended to United States Cellular Operating Company of Yakima, a Washington corporation, dba United States Cellular Wireless Communications ("Lessee) whose address is c/o United States Cellular Corporation, Real Estate Department, 8410 West Bryn Mawr, Suite 700, Chicago, Illinois 60631, the terms and conditions of which are incorporated herein by reference.

Such Ground Lease provides, in part, that Lessor, for valuable consideration, leases to Lessee a portion of that certain property owned by Lessor described as follows:

The S/2 of the SW/4 of Section 26,  
Township 14 North, Range 18 E.W.M  
Tax Parcel 181426-33005 Levy Code 400


being more fully described in Exhibit A attached hereto and incorporated herein, along with a access and utility easements also described on Exhibit A attached hereto and incorporated herein, for a term of Five (5) years to commence on July 1, 1997, and such term being subject to Five (5) additional terms of Five (5) years each.

IN WITNESS WHEREOF, the parties have executed this Memorandum  
as of the date first above written.

LESSOR

CITY OF SELAH,  
a municipal corporation

By:

  
\_\_\_\_\_  
Robert L. Jones its Mayor

LESSEE

UNITED STATES CELLULAR OPERATING  
COMPANY OF YAKIMA,  
a Washington corporation

By:

\_\_\_\_\_  
Jeff Derichebourg  
Director of Network Operations  
UNITED STATES CELLULAR WIRELESS  
COMMUNICATIONS



STATE OF WASHINGTON )  
 ) SS  
COUNTY OF YAKIMA )

On this 15<sup>th</sup> day of August, 1997, before me personally appeared Robert T Jones to me known to be the MAYOR of the City of Selah, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]  
Notary Public in and for  
State of Washington, residing  
at: YAKIMA, WASHINGTON

My Commission Expires:  
7/99  
[SEAL]

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1997, before me personally appeared Jeff Derichebourg to me known to be the Director of Network Operations of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for  
State of Washington, residing  
at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_  
[SEAL]

## EXHIBIT A

### LEASEHOLD PARCEL

That portion of the South Half of the Southwest Quarter of Section 26, Township 14 North, Range 18 East, W.M., Yakima County, Washington, described as follows:

Commencing at the South Quarter corner of said Section 26; Thence South  $90^{\circ} 00' 00''$  West along the South line of said section line 1030.60 feet; Thence North  $58^{\circ} 00' 00''$  West leaving said line 130.00 feet; Thence South  $32^{\circ} 00' 00''$  West 30.00 feet; Thence North  $58^{\circ} 00' 00''$  West 134.84 feet to the true point of beginning;

Thence continuing North  $58^{\circ} 00' 00''$  West 132.07 feet to the North corner of City of Selah reservoir site; Thence South  $00^{\circ} 49' 00''$  East 70.00 feet; Thence South  $90^{\circ} 00' 00''$  East 111.01 feet to the said true point of beginning.

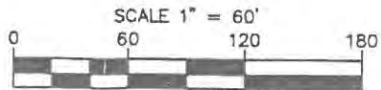
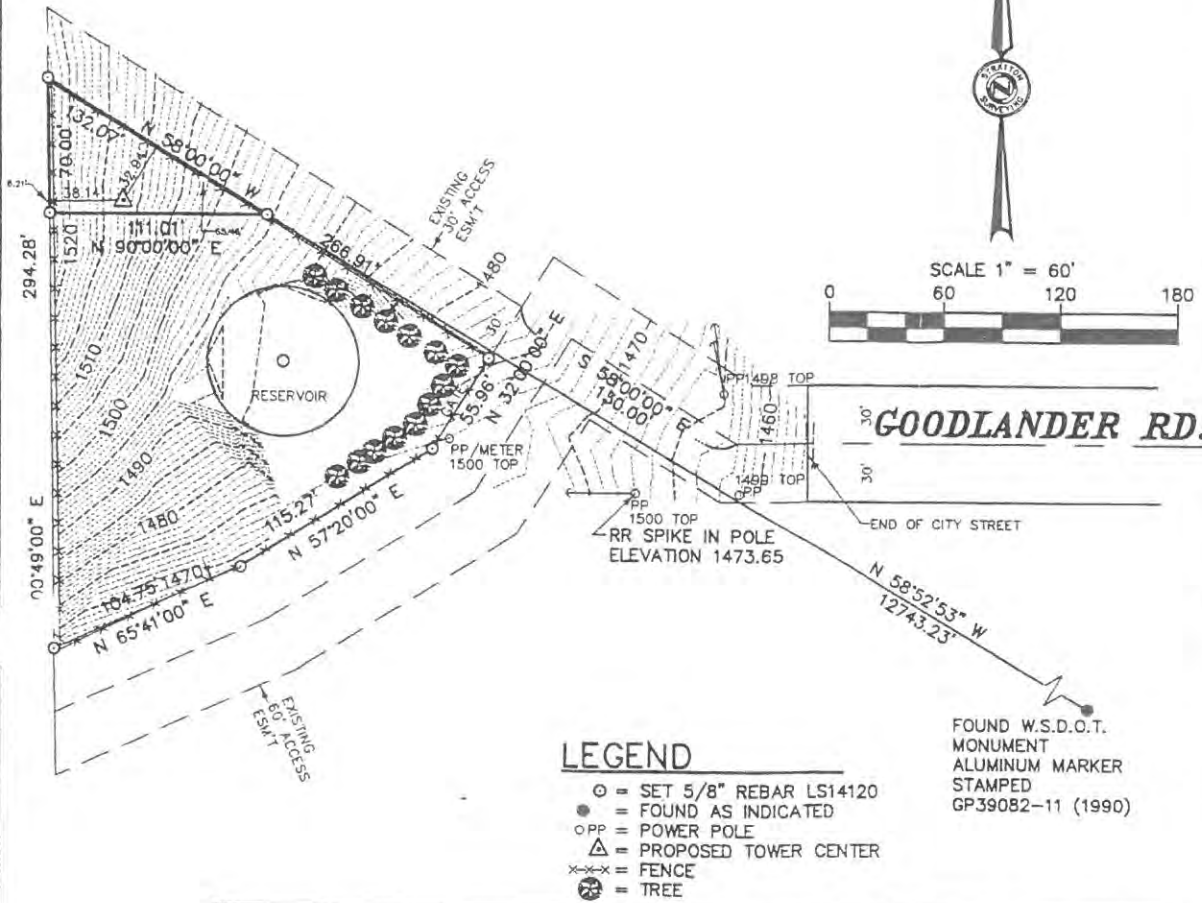
### ACCESS AND UTILITY EASEMENTS

A non-exclusive easement for ingress and egress and utilities through, over and across a strip of land 60 feet in width, lying 30 feet on each side of the following described centerline: Beginning at the Northeast corner of the West Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 35, Township 14 North, Range 18 E.W.M.; thence North  $90^{\circ} 00'$  West, along the North line thereof, to a point situate 1030.60 feet North  $90^{\circ} 00'$  West from the Northeast corner of the Northwest Quarter of said Section 35; thence North  $58^{\circ} 00'$  West 130 feet to the terminus of said centerline.

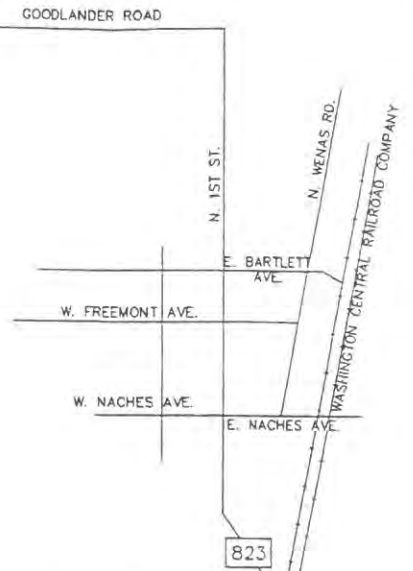
and

A non-exclusive easement for ingress and egress and utilities through, over and across the following described strip of ground: Beginning at the Northeast corner of the Northwest Quarter of Section 35, Township 14 North, Range 18 E.W.M.; thence North  $90^{\circ} 00'$  West, along the North line thereof, 1030.60 feet; thence North  $58^{\circ} 00'$  West 130.00 feet to the True Point of Beginning; thence South  $32^{\circ} 00'$  West 30.00 feet; thence North  $58^{\circ} 00'$  West 266.90 feet; thence North  $0^{\circ} 49'$  West 35.70 feet, to a point bearing North  $58^{\circ} 00'$  West from the True Point of Beginning; thence South  $58^{\circ} 00'$  East 286.26 feet to the True Point of Beginning.

S. 1/2, S.W. 1/4, SEC 26, T.14 N., R.18 E., W.M.  
YAKIMA COUNTY, WASHINGTON



**SITE**



**VICINITY MAP**  
NOT TO SCALE



**LEGEND**

- = SET 5/8" REBAR LS14120
- = FOUND AS INDICATED
- PP = POWER POLE
- △ = PROPOSED TOWER CENTER
- x-x-x = FENCE
- ⊗ = TREE

FOUND W.S.D.O.T.  
MONUMENT  
ALUMINUM MARKER  
STAMPED  
GP39082-11 (1990)

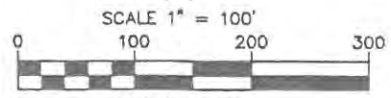
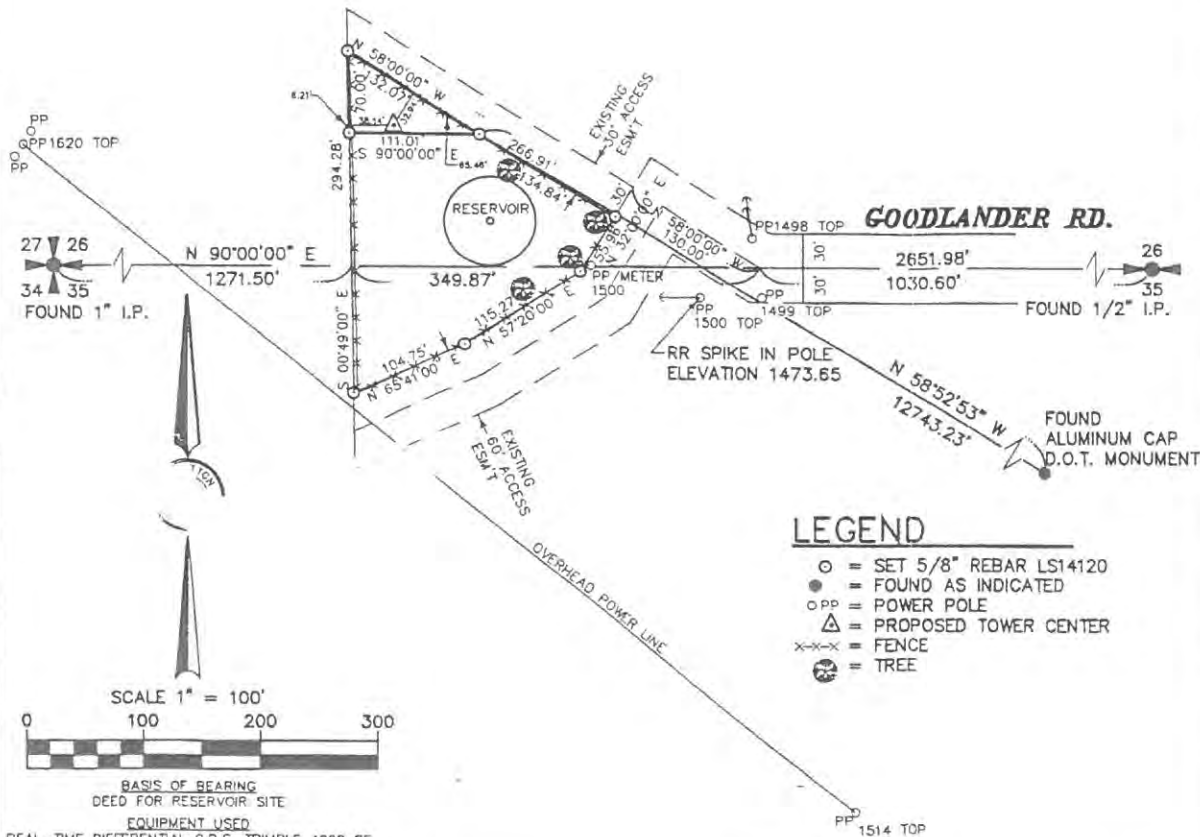
SURVEY FOR  
UNITED STATES CELLULAR  
**SELAH BUTTE SITE**



**STRATTON SURVEYING & MAPPING**  
7525 W. DESCHUTES PL. UNIT 1C  
KENNEWICK, WA 99336  
(509) 735-7364  
FAX: (509) 735-6560  
survey@3-cities.com

2299WS-3.DWG		
DATE: 04/17/97	SHT. 2 OF 3	
DRAWN BY: K.K.	JOB # 2299	

S. 1/2, S.W. 1/4, SEC 26, T.14 N., R.18 E., W.M.  
YAKIMA COUNTY, WASHINGTON



BASIS OF BEARING  
DEED FOR RESERVOIR SITE  
EQUIPMENT USED  
REAL-TIME DIFFERENTIAL G.P.S. TRIMBLE 4000 SE

**LEGEND**

- = SET 5/8" REBAR LS14120
- = FOUND AS INDICATED
- PP = POWER POLE
- △ = PROPOSED TOWER CENTER
- X-X-X = FENCE
- ⊗ = TREE

**DESCRIPTION**

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 18 EAST, W.M., YAKIMA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID SECTION SAID LINE 1030.60 FEET; THENCE NORTH 58° 00' 00" WEST LEAVING SAID LINE 130.00 FEET; THENCE SOUTH 32° 00' 00" WEST 30.00 FEET; THENCE NORTH 58° 00' 00" WEST 134.84 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 58° 00' 00" WEST 132.07 FEET TO THE NORTH CORNER OF CITY OF SELAH RESERVOIR SITE; THENCE SOUTH 00° 49' 00" EAST 70.00 FEET; THENCE SOUTH 90° 00' 00" EAST 111.01 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 3,885 SQ. FT.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW.

**BASIS OF LATITUDE, LONGITUDE & ELEVATION**

DERIVED FROM  
WASHINGTON STATE D.O.T. MONUMENT  
GP 390B2-11 (1990)  
NAD 83 (1991)  
LATITUDE 46° 38' 49.80747" NORTH  
LONGITUDE 120° 30' 10.62007" WEST  
NAVD 88  
ELEVATION 1,117 FEET

**PROPOSED TOWER CENTER**

NAD 83 (1991)  
LATITUDE 46° 39' 56.046" NORTH  
LONGITUDE 120° 32' 47.020" WEST  
NAVD 88  
ELEVATION 1,512 FEET



SURVEY FOR  
UNITED STATES CELLULAR  
**SELAH BUTTE SITE**



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survey@3-cities.com

2299WS-2.DWG

DATE: 03/24/97

DRAWN BY: K.K.

SHT. 1 OF 3

JOB # 2299

U 2299WS-2.DWG 1:5 15.02.1997 11:59 AM



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



Council Meeting      Informational Item  
4/13/2021              Q – 4a

**Title:** Planning Commission Minutes: November 17, 2020 and February 16, 2021

**From:** Makenzie Hoff, Planning 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  
November 17, 2020

A. Call to Order

Chairman Smith calls the meeting to order at 5:30 pm.

B. Roll Call

Members Present: Chairman Smith; Commissioners: Torkelson, Huber and Hennessy.  
Members Absent: Commissioner Goodall  
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 May 19, 2020.*

Chairman Smith motions to approve the minutes from the May 19, 2020 meeting.

Commissioner Torkelson seconds motion.

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

F. Public Hearings

Old Business -

Open Public Hearing for Adoption of 2018 International Building, Residential, Energy, Mechanical, Existing Building, Property Maintenance, Uniformed Plumbing, Fire, Fuel Gas, and Swimming Pool & Spa codes, in addition to the Washington State Amendments.

Chairman Smith opens the Public Hearing and asks Mr. Peters to present the staff report and facts and findings.

Mr. Peters reads verbatim from the staff report.

Mr. Peters states that based upon the conclusions of the findings report the staff recommends approval.

Mr. Peters states for the record that Lisa Gordon is in attendance.

Chairman Smith states for the record there is no public comment.

Chairman Smith asks for a motion.

Commissioner Torkelson motions to approve.

Commissioner Hennessy seconds.

Motion is approved with a voice vote of 4-0.

New Business – Shoreline Master Program Public Hearing will be January 19, 2021.

G. General Business

1. Old Business - None

2. New Business - None

H. Reports/Announcements

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

Chairman Smith asks if there are any staff updates or other reports.

Mr. Peters notes the building department updates.

I. Adjournment

Chairman Smith asks for a motion to adjourn the meeting.

Commissioner Torkelson motions to adjourn.

Commissioner Huber seconds.

Chairman Smith adjourns the meeting at 6:05 p.m. with a voice vote of 4-0.

  
Chairman Smith

City of Selah  
Planning Commission Minutes  
Of  
February 16, 2021

A. Call to Order

Chairman Smith calls the meeting to order at 5:30 pm.

B. Roll Call

Members Present: Chairman Smith, Vice Chairman Torkelson, Commissioners: Goodall, Hennessy, Swayze, and Peterson.

Members Absent:

Staff Present: Jeff Peters, City Planner and Brandy Tucker, Minutes Secretary

Guest: Leonard Jordan, Department of Ecology Shoreline Planner

C. Agenda Changes : None

D. Communications

1. Oral - None

2. Written - None

E. Approval of Minutes

1. *Approval of minutes from January 19, 2021.*

Chairman Smith asks for a motions to approve the minutes from the January 19, 2021 meeting.

Vice Chairman Torkelson motions to approve.

Commissioner Hennessy seconds.

Minutes are approved with a voice vote of 6-0.

F. Public Hearings

***Old Business - Open Public Hearing for SEPA-2020-006 Amendment to the City of Selah's Shoreline Master Program and Critical Area Ordinance to provide for periodic review of the City's Shoreline Master Program (SMP) under RCW 90.58.080(4) and Critical Area Ordinance Regulations (CAO).***

Chairman Smith opens the Public Hearing and asks Mr. Peters to present the staff report and facts and findings.

Mr. Peters explains what the meeting will cover and reads verbatim from the staff report.



Mr. Peters states that based upon the conclusions of the findings report the staff recommends approval of the Drafts Shoreline Master Program and Critical Areas Ordinance as presented.

Chairman Smith asks if there is any comment from Mr. Jordan, Department of Ecology Shoreline Planner.

Mr. Jordan, states for the record he has no public comment.

Chairman Smith states for the record there is no public comment.

Chairman Smith asks if there is any further comment from Mr. Peters.

Mr. Peters states that they looked into the fish and wild life comment carefully, however being at the end of the process, the Water Shed Company did not feel comfortable making those changes. Other jurisdictions, who had the same comment have also chosen not to incorporate those changes at this time.

Chairman Smith motions to approve.

Vice Chairman Torkelson seconds.

Motion is approved with a voice vote 6-0.

New Business – No new business.

G. General Business

1. Old Business - Vote on Commission Chairman and Vice Chair.

Commissioner Goodall ask for a motion for Smith and Torkelson to remain Chairman and Vice Chair.

Commissioner Swayze seconds.

Motion is approved with a voice vote of 6-0.

2. New Business - Welcome new Planning Commission members. Samantha Peterson & Amy Swayze

H. Reports/Announcements

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

Chairman Smith asks if there are any staff updates or other reports.

Mr. Peters states this will be Ms. Tucker's last meeting, and thanks her.

Mr. Peters also notes that previous Commissioner Huber passes along her appreciation to everyone.

Mr. Peters notes the building department updates.

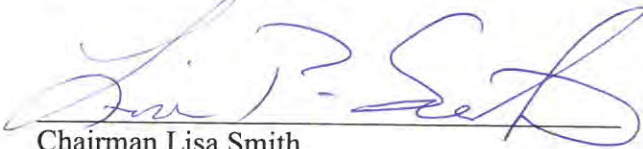
I. Adjournment

Chairman Smith asks for a motion to adjourn the meeting.

Vice Chairman Torkelson motions to adjourn.

Commissioner Goodall seconds.

Chairman Smith adjourns the meeting at 6:09 p.m. with a voice vote of 6-0.



Chairman Lisa Smith



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



Council Meeting      Informational Item  
4/13/2021              Q – 4b

**Title:** Lodging Tax Advisory Committee Minutes: January 6, 2021

**From:** Monica Lake, Executive Assistant

**Action Requested:** Informational - No action needed

**Staff Recommendation:** N/A

**Board/Commission Recommendation:** Not Applicable

**Fiscal Impact:** N/A

**Funding Source:** N/A

**Background / Findings & Facts:** Informational only

City of Selah  
Lodging Tax Advisory Committee Meeting  
Wednesday, January 6, 2021  
Electronically via Zoom

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A. CALL TO ORDER

Chairman Carlson called the meeting to order at 11:02am.

B. ROLL CALL

Members Present: Russell Carlson; Bill Harris; Shelly Monson

Members Absent: Jean Brown; Tina Garner/Kumar Khatri

Staff Present: Zack Schab, Recreation Manager; Treesa Morales, Public Records Officer;  
Monica Lake, Executive Assistant

Guests: None

C. APPROVAL OF MINUTES

1. Minutes from Board Meeting November 9, 2020

Board Member Harris moved, and Board Member Monson seconded, to approve the November 9, 2020 Minutes. By a show of hands, approval was unanimous.

D. COMMUNICATIONS **None**

E. GENERAL BUSINESS

1. Update on Bluetooth Speakers

Recreation Manager Schab provided the board with an update regarding the cost of purchasing Bluetooth speakers, saying that he talked with Leo at Roy's Audio Visual to confirm what he found, and it would cost upwards of nine thousand dollars to reach the entire car show, while Leo could do the entire show for approximately five hundred to one thousand dollars including set up and tear down. He opined that it made more sense to go with Leo rather than paying eight to nine hundred apiece for speakers, as he also does the 4<sup>th</sup> of July event and other events around Selah, but if the committee wished him to dig further into purchasing he would do that.

Discussion followed on liability for theft; placing the speakers on stands; the possibility of renting out speakers for Community Days, Selah Downtown Association events and Civic Center rentals; what could be charged as a rental fee; and revisiting the purchase of speakers in 2022.

2. Approval of expenditure for legal ad for today's meeting

Chairman Carlson stated that they need to approve the expenditure for a legal ad.

Executive Assistant Lake provided a brief explanation of the requirements for legal notice.

**Board Member Harris moved, and Board Member Monson seconded, to approve the expenditure for a legal ad placed in the Yakima Herald-Republic advising the public of today's meeting. By a show of hands, approval was unanimous.**

F. BOARD MEMBER REPORTS

There were no Board Member reports.

H. ADJOURNMENT

**Board Member Monson moved, and Board Member Harris seconded, to adjourn the meeting. By show of hands, approval was unanimous.**

The meeting was adjourned at 11:18pm.