



SELAH CITY COUNCIL

5:30pm July 27, 2021



*Selah City Council
Regular Meeting
Tuesday, July 27, 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:

Joe Henne
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
 - 2. James Lange, Fire Chief – Introduction of Christine Willis, Yakima County Fire District #2 Secretary
- 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: July 13, 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

Joe Henne 1. Resolution authorizing the Mayor to sign a Transportation Improvement Board (TIB) Funding Application for the 2021 Arterial Preservation Program for the Fremont Avenue Resurfacing Project

Joe Henne 2. Resolution Authorizing the Mayor to sign a Transportation Improvement Board (TIB) 2021 Urban Sidewalk Program Application for Valleyview Avenue, Third Street and Southern Avenue Improvements

Rob Case 3. Resolution Authorizing the Mayor to Sign and Enter Into, on Behalf of the City, a "First Amendment to Letter Agreement" so as to Effectuate Two (2) Substantive Changes to the Terms of the Previously-Entered-Into "Letter Agreement" Between the City and EIP Holdings II, LLC

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

2. Council Members

3. City Administrator

4. Boards **None**

5. Mayor

R. Executive Session

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

S. Adjournment

Next Regular Meeting August 10, 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

7/27/2021 K – 1

Title: Approval of Minutes: July 13, 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
July 13, 2021

Regular Meeting
Electronically Via Zoom

- A. Call to Order Mayor Raymond called the meeting to order at 5:30 pm.
- B. Roll Call
 - Members Present: Kevin Wickenhagen; Jacquie Matson; Suzanne Vargas; Clifford Peterson; Roger Bell; Michael Costello; Russell Carlson
 - Members Absent: None
 - Staff Present: Joe Henne, Interim City Administrator; Rob Case, City Attorney; Dan Christman, Police Chief; Jim Lange, Fire Chief; Ty Jones, Public Works Utility Supervisor; Zack Schab, Recreation Manager; Treesa Morales, Public Records Specialist; Monica Lake, Executive Assistant

C. Councilmember Absence – Motion to Excuse **None**

D. Pledge of Allegiance

Council Member Peterson led the Pledge of Allegiance.

E. Invocation

Pastor Jason Williams 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, gave a report on SDA activities.

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

I. Communications

- 1. Oral

There were no public comments submitted.

- 2. Written **None**
- 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: June 8, 2021 Council Meeting
- * 2. Approval of Claims and Payroll:

Payroll Checks Nos. 84252 – 84264 for a total of \$230,597.86
 Payroll Check No. 84265 for a total of \$ 99,685.69
 Payroll Checks Nos. 84266 – 84293 for a total of \$312,495.44
 Claim Checks Nos. 176651 – 176716 for a total of \$181,594.36
 Claim Checks Nos. 176717 – 176803 for a total of \$318,664.12

Council Member Peterson moved, and Council Member Wickenhagen 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

- a. Informational Only – To update the City Council on the Status of Hiring an Architect to Design a Law and Justice Center

Introduced by Mayor Raymond and presented by Interim City Administrator Henne.

- 2. Old Business **None**

- N. Resolutions

- 1. Resolution authorizing the Mayor to sign a WSDOT Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design services for the Fremont Avenue Sidewalk Improvements Project

Introduced by Mayor Raymond and presented by Interim City Administrator Henne.

Council Member Matson moved, and Council Member Bell seconded, to Approve the Resolution authorizing the Mayor to sign a WSDOT Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design services for the Fremont Avenue Sidewalk Improvements Project. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Costello – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

2. Resolution authorizing the Mayor to sign Task Order 2021-08 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Professional Engineering Services for the Selah School District John Campbell Project Improvements to W Bartlett and N 3rd Street

Introduced by Mayor Raymond and presented by Interim City Administrator Henne.

Council Member Carlson moved, and Council Member Costello seconded, to Approve the Resolution authorizing the Mayor to sign Task Order 2021-08 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Professional Engineering Services for the Selah School District John Campbell Project Improvements to W Bartlett and N 3rd Street. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Costello – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

3. Resolution authorizing the Mayor to sign a Contract between the City of Selah and BCV Inc., of Wenatchee, Washington to provide Construction Services for the 2021 Crack Sealing Project

Introduced by Mayor Raymond and presented by Interim City Administrator Henne. After discussion,

Council Member Wickenhagen moved, and Council Member Matson seconded, to Approve the Resolution authorizing the Mayor to sign a Contract between the City of Selah and BCV Inc., of Wenatchee, Washington to provide Construction Services for the 2021 Crack Sealing Project. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Costello – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

4. Resolution Confirming the Mayor's Appointment of Joe Henne as City Administrator With a Retroactive Effective Date of July 1, 2021 (following Mr. Henne having briefly served as acting/interim City Administrator since late May) and Reciting Certain Aspects of Mr. Henne's Compensation and Benefits

Introduced by Mayor Raymond and presented by City Attorney Case. After discussion,

Council Member Carlson moved, and Council Member Peterson seconded, to Approve the Resolution Confirming the Mayor's Appointment of Joe Henne as City Administrator With a

Retroactive Effective Date of July 1, 2021 (following Mr. Henne having briefly served as acting/interim City Administrator since late May) and Reciting Certain Aspects of Mr. Henne's Compensation and Benefits. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – no; Council Member Vargas – no; Council Member Peterson – yes; Council Member Bell – yes; Council Member Costello – yes; Council Member Carlson – yes. Motion passed with five yes votes and two no votes.

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Fire Chief Lange:
Made report.

Police Chief Christman:
Made report.

Recreation Manager Schab:
Made report.

City Attorney Case:
Made report.

2. Council Members

Council Member Bell:
No report.

Council Member Carlson:
No report.

Council Member Wickenhagen:
No report.

Council Member Peterson:
No report.

Council Member Vargas:
No report.

Council Member Costello:
No report.

Council Member Matson:
No report.

3. City Administrator

City Administrator Henne:

- Water leaks at Carlon Park and Volunteer Park
- Spraying for weeds early in the morning

4. Boards **None**

5. Mayor

Mayor Raymond:
No report.

R. Executive Session

At 6:30PM, Council recessed into Executive Session for the purpose of discussing pending/potential litigation per RCW 42.30.110(1)(i). The item was expected to take approximately 15 minutes.

The following individuals convened into the Executive Session:

Councilmembers:
Kevin Wickenhagen
Jacquie Matson
Suzanne Vargas
Cliff Peterson
Roger Bell
Mike Costello
Russell Carlson

Administration/Staff:
Sherry Raymond, Mayor
Joe Henne, City Administrator
Rob Case, City Attorney

S. Adjournment

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

The meeting adjourned at 6:48 pm.

Sherry Raymond, Mayor

Roger Bell, Council Member

Russell Carlson, Council Member

Jacquie Matson, Council Member

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
7/27/2021 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

7/27/2021

N – 1

Title: Resolution authorizing the Mayor to sign a Transportation Improvement Board (TIB) Funding Application for the 2021 Arterial Preservation Program for the Fremont Avenue Resurfacing Project

From: Joseph K. Henne, City Administrator

Action Requested: Approval

Staff Recommendation: City Council to approve staff to proceed with Transportation Improvement Board (TIB) Funding Application for the 2021 Arterial Preservation Program for the Fremont Avenue Resurfacing Project

Fiscal Impact: \$337,162.00 of TIB grant Funds, with \$37,463.00 City Match

Funding Source: Street Fund 111

Background / Findings & Facts: West Fremont Avenue needs resurfacing and the TIB has an Arterial Preservation Program. The program requires a 10% City match. The cost to resurface West Fremont Avenue from North Fourth Street to Sixteenth Street (the west City limits) would exceed the Programs funding limits. Therefore, the proposed project limits are North Fourth Street to Eleventh Street with an estimated construction cost of \$374,625.00 with a City match of \$37,463.00. Project scope is to grind and resurface the two travel lanes, crack seal & fog seal the center turn lane.

Recommended Action/Motion: Authorize the Mayor sign a Transportation Improvement Board (TIB) Funding Application for the 2021 Arterial Preservation Program for the Fremont Avenue Resurfacing Project.

RESOLUTION NO. _____

Resolution Authorizing the Mayor to sign a Transportation Improvement Board (TIB) Funding Application for the 2021 Arterial Preservation Program for the Fremont Avenue Resurfacing Project

WHEREAS, the City of Selah wishes to apply to the Transportation Improvement Board (TIB) for the 2021 Arterial Preservation Program, and

WHEREAS, Fremont Avenue is a major transportation corridor and serves one of Selah's growing residential areas, and

WHEREAS, the City wishes to plane, crack seal and overlay travel lanes on West Fremont Avenue from 4th street to 11th Street; and,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign a Transportation Improvement Board (TIB) Funding Application for the 2021 Arterial Preservation Program for the Fremont Avenue Resurfacing Project

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 27th day of July 2021.

ATTEST:

Sherry Raymond, Mayor

Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney



CITY OF SELAH

Public Works Department

222 South Rushmore Road
Selah, Washington 98942

Joseph K. Henne,
Public Works Director
Phone 509 698-7365
Fax 509 698-7372

July 28, 2021

Transportation Improvement Board
P.O. Box 40901
Olympia, WA 98504-0901

Attn: Greg Armstrong, PE

Re: **City of Selah
2021 Arterial Preservation Program (APP) Application
Fremont Avenue Resurfacing**

Dear Mr. Armstrong:

The City of Selah appreciates the opportunity to submit the enclosed TIB funding application for the 2021 Arterial Preservation Program. Our request is for \$337,162 of TIB grant funds, with \$37,463 City match to plane, crack seal, and overlay Fremont Avenue from 4th Street to 11th Street. Attached to the application is a map showing the location of the proposed improvement.

Fremont Avenue is a major transportation corridor and serves one of Selah's growing residential areas as the primary route to access the schools, services, and employment centers in the City.

The City greatly appreciates this opportunity to seek \$337,162 in TIB APP grant funds for completing this vital and high priority project. Please contact City Administrator Joseph Henne at (509) 698-7326 or joe.henne@selahwa.gov should you have any questions regarding our application.

Very truly yours,

Sherry Raymond, Mayor
City of Selah

Enclosures





2021 APP Funding Application

Overlay Project

Applications must be submitted online by the due date.

Agency Name

City of Selah

Legislative District(s)

15

Project Name

Fremont Avenue Resurfacing

Congressional District(s)

4

Project Limits

4th Street to 11th Street

Agency Contact

Joe Henne

Phone Number

(509) 698-7365

Email Address

joe.henne@selahwa.gov

Application Instructions

Break street into segments when there are significant changes in cross section or condition.

Do not combine with or use APP project as match for federally funded project.

Application Attachments

Include the following attachments with your application

	Documentation
<input checked="" type="checkbox"/>	Detailed street map with segments highlighted
<input checked="" type="checkbox"/>	Segment Unit Costs Certification(s) reviewed and signed by an engineer licensed in Washington State (attach only one .pdf)
<input type="checkbox"/>	Letter of commitment from funding partner(s) (attach only one .pdf)
<input type="checkbox"/>	Written confirmation from county/WSDOT
<input type="checkbox"/>	Written concurrence from WSDOT if project connects to or crosses a state highway
<input checked="" type="checkbox"/>	Project Pictures (8 picture(s) attached.)

Project Schedule

Provide actual completion or target date

Milestone	Date
Contract Award	04/26/2022
Project Completion	09/30/2022

Other Information

Prep work completed by: **Contractor**Is the work included in a county nor WSDOT Contract? **NO**Overlay completed by: **Contractor**Does the project connect to or cross a state highway? **NO**Total number of ADA ramps required: **8**Total requested number of ADA ramps funded by TIB: **8**Is this project part of a larger city paving project? **NO**Will the road be closed during construction? **NO**

If you answered NO to the question above, then describe why the road cannot be closed during construction in the space below

Fremont Avenue is a minor arterial and T-4 truck route and receives a significant traffic. A detour would be several miles, the existing roadway is 3 lanes wide, and the proposed improvements can be completed while maintaining two way traffic.

Segment Summary

Priority	Street Segment	Truck Route	Treatment Width	Engineering Cost	Contract with Contingency	Total Cost
1	Fremont Avenue 4th Street to 11th Street	T4	24	79,650	294,975	374,625
Total				79,650	294,975	374,625

Project Funding

Total Requested TIB Funds **\$337,162** Maximum TIB Ratio **90%**

Phase	Total Project	TIB Funds	Local Funds
Design Engineering	38,350	34,515	3,835
Construction Engineering	41,300	37,170	4,130
Construction Contract	294,975	265,477	29,498
Total	374,625	337,162	37,463
		Noneligible Engineering	0
		Other Noneligible Costs	0
		Total Eligible Cost	374,625
		TIB Matching Ratio	90%

Funding Partners

Local funds are correct.

Source	Public or Private	Commitment Letter	Amount
City of Selah	Public	Budgeted	37,463
			0
			0
			0
Funding Partner Total			37,463

Segment Summary Estimate

2021 Overlay Project

Street Name **Fremont Avenue** **Priority**
Termini **4th Street to 11th Street** **1**

Truck route	T4	Sidewalk Placement	Fair
Length in Feet	1,900	Sidewalk Condition	Good
Current Pavement Width	36	Curb Placement	Fair
Planned Treatment Width	24	Non-Compliant ADA Ramps	8

Pavement Depth **3 inches** Depth Determined by **Record Drawings**

Utility Information for Segment

Water Age: 31 yrs or older Condition: Good **Sewer** Age: 31 yrs or older Condition: Good

Describe the proposed segment work.

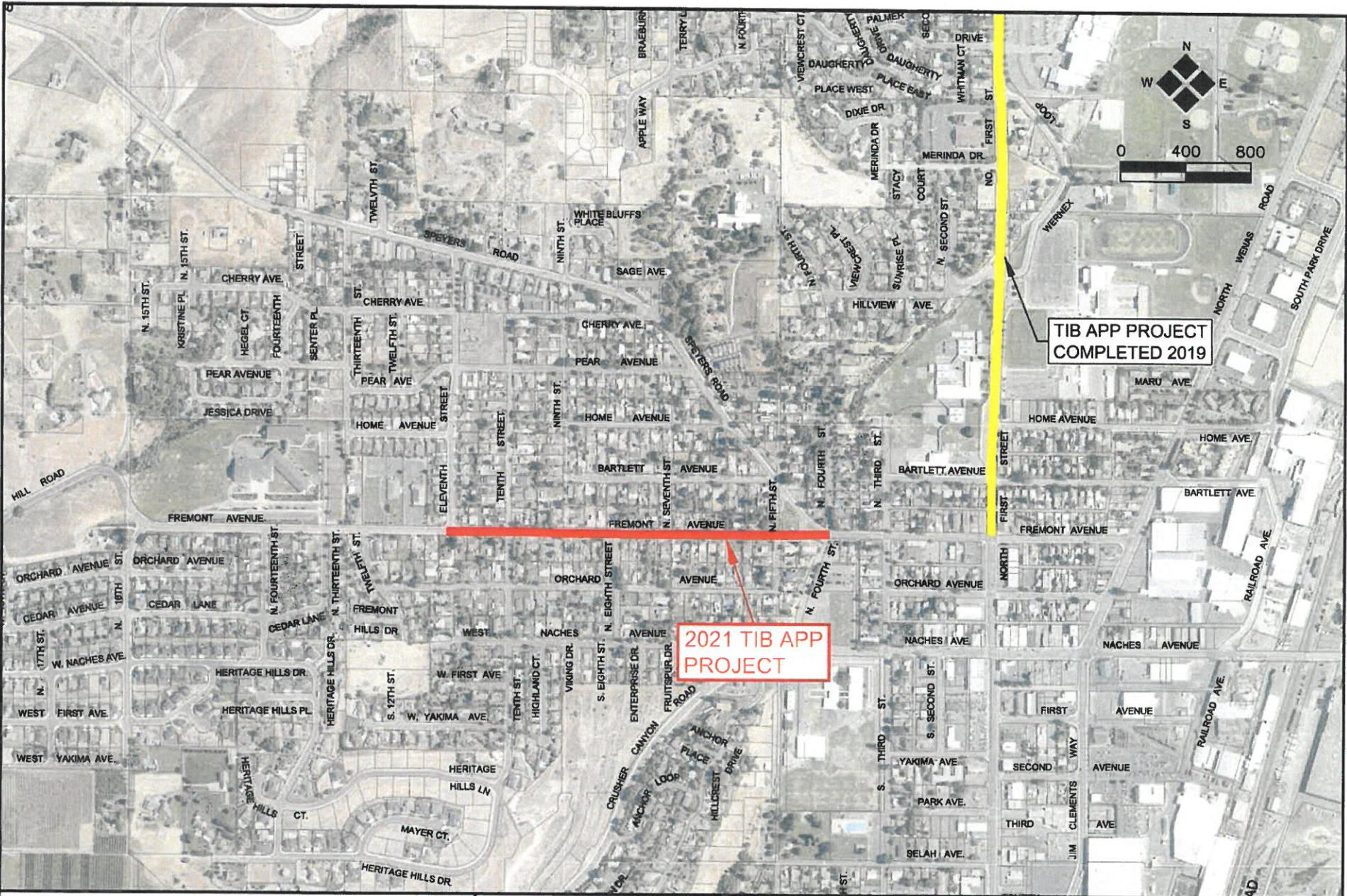
Grind and overlay 0.17 depth, travel lanes only. Replace non-compliant ADA curb ramps, adjust utilities, and pavement markings.

Cost Summary

Design Engr.	Construction Engr.	Contract Cost	Contingency	Total
38,350	41,300	256,475	38,500	374,625

Unit Costs

Item	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION	LS	1	25,800.00	25,800.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	30,000.00	30,000.00
3	UNCLASSIFIED EXCAVATION INCL. HAUL	CY	50	100.00	5,000.00
4	CRUSHED SURFACING TOP COURSE	TON	35	100.00	3,500.00
5	PLANING BITUMINOUS PAVEMENT	SY	7200	3.00	21,600.00
6	PAVEMENT REPAIR EXCAVATION INCL. HAUL	SY	150	50.00	7,500.00
7	CRACK SEALING	LF	5000	2.00	10,000.00
8	EMULSIFIED ASPHALT (CSS-1)	SY	2300	1.00	2,300.00
9	HMA FOR PAVEMENT REPAIR CL. 3/8-INCH PG	TON	50	150.00	7,500.00
10	HMA FOR PRELEVELING CL. 3/8-INCH PG 64H-	TON	50	150.00	7,500.00
11	HMA CL. 3/8-INCH PG 64H-28	TON	875	95.00	83,125.00
12	ADJUST MANHOLE	EA	13	800.00	10,400.00
13	ADJUST VALVE BOX	EA	9	650.00	5,850.00
14	CEMENT CONC. TRAFFIC CURB AND GUTTER	LF	160	65.00	10,400.00
15	CEMENT CONC. CURB RAMP	EA	8	2,500.00	20,000.00
16	PAVEMENT MARKINGS	LS	1	6,000.00	6,000.00



HLA
Engineering and Land Surveying, Inc.

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



7/8/21

CITY OF SELAH
FREMONT AVENUE IMPROVEMENTS
VICINITY MAP
PROPOSED TIB APP PROJECT
P: \PROJECTS\2021\21006\TIB\TIB-EXHIBIT.DWG



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item

7/27/2021

N – 2

Title: Resolution Authorizing the Mayor to sign a Transportation Improvement Board (TIB) 2021 Urban Sidewalk Program Application for Valleyview Avenue, Third Street and Southern Avenue Improvements.

From: Joseph K. Henne, City Administrator

Action Requested: Approval

Staff Recommendation: To Authorize the Mayor to sign a Transportation Improvement Board (TIB) 2021 Urban Sidewalk Program Application for Valleyview Avenue, Third Street and Southern Avenue Improvements.

Fiscal Impact: None, the normal 10% match is covered by the \$324,759.00 of City funds.

Funding Source: 111

Background / Findings & Facts: The City of Selah is requesting \$400,000.00 in TIB grant funds to assist in completeing sidewalk gaps and install ADA sidewalk ramps on the South Third Street improvement Project. This route is heavily traveled as an alternative vehicle route to First Street, is used significantly by pedestrians, and is on the City's designation bike route. Public Works has secured Federal Surface Transportation Program (STP) funding for the widening and reconstruction of this project. The City is seeking to combine \$1,625,141.00 STP, \$400,000.00 TIB and \$324,759.00 City funds to complete the proposed improvements including the street reconstruction and sidewalk improvements.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Recommended Action/Motion: To Authorize the Mayor to sign a Transportation Improvement Board (TIB) 2021 Urban Sidewalk Program Application for Valleyview Avenue, Third Street and Southern Avenue Improvements.

RESOLUTION NO. _____

Resolution Authorizing the Mayor to sign a Transportation Improvement Board (TIB) 2021 Urban Sidewalk Program Application for Valleyview Avenue, Third Street and Southern Avenue Improvements.

WHEREAS, the City of Selah wishes to apply to the Transportation Improvement Board (TIB) for the 2021 Urban Sidewalk Program for the Valleyview Ave./S. Third St./Southern Avenue Improvement Project, and

WHEREAS, the City wishes to complete sidewalk gaps and install compliant ADA sidewalk ramps on Valleyview Ave./S. Third St./Southern Avenue

WHEREAS, the City is seeking to combine \$1,625,141 Surface Transportation Program funds, \$400,000 Transportation Improvement Board Funds and \$342,759 City funds to complete the proposed improvements including the street reconstruction and sidewalk improvements; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be authorized to sign the Transportation Improvement Board (TIB) 2021 Urban Sidewalk Program Application for Valleyview Avenue, Third Street and Southern Avenue Improvements.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 27th day of July, 2021.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney



CITY OF SELAH

Public Works Department

222 South Rushmore Road
Selah, Washington 98942

Joseph K. Henne,
Public Works Director
Phone 509 698-7365
Fax 509 698-7372

July 28, 2021

Transportation Improvement Board
P.O. Box 40901
Olympia, WA 98504-0901

Attn: Greg Armstrong, PE

Re: **City of Selah**
2021 Urban Sidewalk Program (USP) Application
Valleyview Avenue, Third Street, and Southern Avenue Improvements

Dear Mr. Armstrong:

The City of Selah is pleased to submit the enclosed 2021 Urban Sidewalk Program (USP) Application for the Valleyview Avenue, Third Street, and Southern Avenue Improvements project to the Transportation Improvement Board (TIB). The enclosed application requests \$400,000 in TIB grant funds to complete sidewalk gaps and install compliant ADA sidewalk ramps on a major transportation corridor.

This route is heavily traveled as an alternate vehicle route to First Street, is used significantly by pedestrians, and is on the City's designated bike route. We have secured federal Surface Transportation Program (STP) funding for the widening and reconstruction of this project. The City is seeking to combine \$1,625,141 STP, \$400,000 TIB, and \$324,759 City funds to complete the proposed improvements including the street reconstruction and sidewalk improvements, leveraging TIB funding to the greatest extent. These improvements are scheduled to be constructed in 2023.

The City greatly appreciates this opportunity to seek \$400,000 in TIB USP grant funds for completing this vital and high priority project. Please contact City Administrator Joseph Henne at (509) 698-7326 or joe.henne@selahwa.gov should you have any questions regarding our application.

Very truly yours,

Sherry Raymond, Mayor
City of Selah

Enclosures





2021 Sidewalk Funding Application

Urban Sidewalk Program (USP)

Applications must be submitted online by the due date.

Agency Name

City of Selah

Arterial Name

Valleyview Avenue Third Street and Southern Avenue Improvements

Project Limits

South First Avenue to South First Avenue

Agency Contact

Joe Henne

Phone Number

(509) 698-7365

Email Address

joe.henne@selahwa.gov

Legislative District(s)

15

Congressional District(s)

4

Total Length in Feet

3,400

Average Daily Traffic (ADT)

2,050

Project Eligibility

Check all of the following statements that apply to your project

Urban Projects

Federal Route
4709

Functional Class
Urban Collector

Application Attachments

Include the following attachments with your application

Documentation	
<input checked="" type="checkbox"/>	Detailed vicinity map clearly showing project limits
<input checked="" type="checkbox"/>	Detailed project cost estimate signed by a professional engineer registered in Washington State
<input checked="" type="checkbox"/>	Typical roadway section(s) including sidewalk
<input type="checkbox"/>	Funding commitment from all funding partner
<input type="checkbox"/>	Written concurrence from WSDOT if project is on or connects to a state highway
<input checked="" type="checkbox"/>	Pedestrian Crash Data (Vehicle Involved Crashes)
<input checked="" type="checkbox"/>	Pedestrian Crash Data (Pedestrian Only Crashes)
<input checked="" type="checkbox"/>	Excerpt from adopted Six-Year Transportation Improvement Program showing project
<input checked="" type="checkbox"/>	Project Pictures (8 picture(s) attached.)

Project Schedule

Provide actual completion or target date

Milestone	Date
Start Design Engineering	06/15/2013
Contract Advertisement	12/01/2022
Contract Completion	10/31/2023

Project Funding

Total Requested TIB Funds **\$400,000** Maximum TIB Ratio **90%**

Is this a construction ready project? **NO**

Are TIB funds distributed proportionally through all project phases? **YES**

Justification for NOT distributing TIB funds proportionally across all phases.

Phase	Total Project	TIB Funds	Local Funds
Design Engineering	0	0	0
Right of Way		Not Eligible	
Construction Engineering	138,800	52,188	86,612
Construction Other	0	0	0
Construction Contract	925,050	347,812	577,238
Total	1,063,850	400,000	663,850
		Noneligible Engineering	0
		Other Noneligible Costs	0
		Total Eligible Cost	1,063,850
		TIB Matching Ratio	38%

Funding Partners

Local funds are correct.

Source	Public or Private	Commitment Letter	Amount
City of Selah	Public	Budgeted	324,759
Federal Highway Administration - STP	Public	Budgeted	339,091
			0
			0
			0
			0
			0
Funding Partner Total			663,850

Project Description

Identify the community's need for this project

The Valleyview Avenue/ Third Street/ Southern Avenue improvement project is proposed for the 3,300 LF section on Valleyview Avenue (1st Street to 3rd Street), South Third Street (Valleyview Avenue to Southern Avenue), and Southern Avenue (3rd Street to 1st Street). The existing roadway is only 22 feet wide for a majority of its length with very limited curb and gutter, no sidewalk, limited street lighting, and no storm drainage facilities. This route is a designated bike and walking route. School buses drop off and pick up a large amount of children at the corner of Third Street and Pleasant Avenue and with no sidewalks along the road, the children unsafely walk on the edge of the travel lanes.

Identify the solution to the need described above

The proposed improvements consist of the total reconstruction of Valleyview Avenue/ Third Street/ Southern Avenue to a 28-foot wide, two-lane roadway in order to improve the safety to all modes of transportation (vehicles, school buses, pedestrians, and bicyclists). The project will include curb and gutters, sidewalks, curb ramps at all intersections, storm drainage facilities, and illumination system. The improvements will greatly increase the safety to all modes of transportation.

Describe drainage improvements

Currently the storm water sheet flows into the gravel shoulder/parking areas along the roadway. The proposed improvements will include the installation of new curb and gutter and sidewalk which will require new catch basins and infiltration trenches.

Are any overhead utilities being moved underground? **NO**

Describe the utility relocations necessary for the project

Existing overhead power and telecommunications will be relocated to accommodate new improvements.

Describe Construction Other work

Describe Non-eligible work

Roadway Geometrics

Enter the parameters as they currently exist and after the project is constructed

Segment Termini Type of Improvement	Segment One		Segment Two	
	Southern Avenue South First Street to Third Street		Third Street and Valleyview Avenue	
	Sidewalk where none exists		Sidewalk where none exists	
	Existing	Proposed	Existing	Proposed
Posted Speed Limit	25	25	25	25
Pavement Width Curb to Curb or Edge to Edge	26	28	22	28
Number of Travel Lanes Do NOT include Parking Lanes	2	2	2	2
Shoulder or Parking Width Enter Average Width per Side	8	0	8	0
Shoulder or Parking Placement	One Side	None	Both Sides	None
Shoulder of Parking Placement	Unsurfaced	None		None
Curb Placement	One Side	Both Sides	None	Both Sides
Pedestrian Buffer Width between Curb and Sidewalk	0	0	0	0
Sidewalk Placement	None	One Side	None	One Side
Sidewalk Surfacing	None	Concrete	None	Concrete
Sidewalk Width	0	10	0	6

Sustainability

- Agency has adopted Complete Streets ordinance
Enter Ordinance Number Adoption Date

- Agency has adopted Greenhouse Gas Emissions policy
Enter Policy Number Adoption Date
2091 July 27, 2010

Sustainability Measures

Select the sustainable elements within the project limits

- Add Solar-powered pedestrian signal
- Project Incorporates Low Impact Drainage Practices
- Hardscaping or climate appropriate planting

Describe the elements below

Safety

Enter the total numbers for crash history within the project limits. Include crash history from the last **three** years. Crash documentation must be attached so TIB staff can analyze the information. WSDOT does not provide pedestrian only incident information, this must be documented by your agency.

Number of crashes involving pedestrians and vehicles	0
Number of pedestrian only crashes	0

Project Deficiencies

Select Deficiency Type from the dropdown menu and describe the existing deficiency within the project limits. Describe the project corrective measure(s) that eliminates or mitigates the deficiency.

Deficiency 1 - Illumination

Describe

Limited street lighting.

Corrective Measure(s)

Install new street lighting along all segments of the proposed improvements, spaced to meet lighting criteria.

Deficiency 2 - Drainage

Describe

No storm drainage facilities.

Corrective Measure(s)

Install new curb and gutter and storm drainage facilities to meet the Eastern Washington Storm Water Manual requirements.

Deficiency 3 - none

Describe

Corrective Measure(s)

Deficiency 4 - none

Describe

Corrective Measure(s)

Local Support

Community Facilities Served

Business/High Density Housing/Industrial Areas

Select Development Type, enter Location and check either Direct or Indirect Access

Development Type	Location	Access Type
Central Business District	Naches Avenue	Indirect Access
Commercial Development	First Avenue	Indirect Access
Industrial Site	Jim Clements Way	Indirect Access

Schools Served

Select School Type, enter School Name and check either Direct or Indirect Access

School Type	School Name	Access Type
Elementary	Lince Elementary	Indirect Access

Public Facilities Served

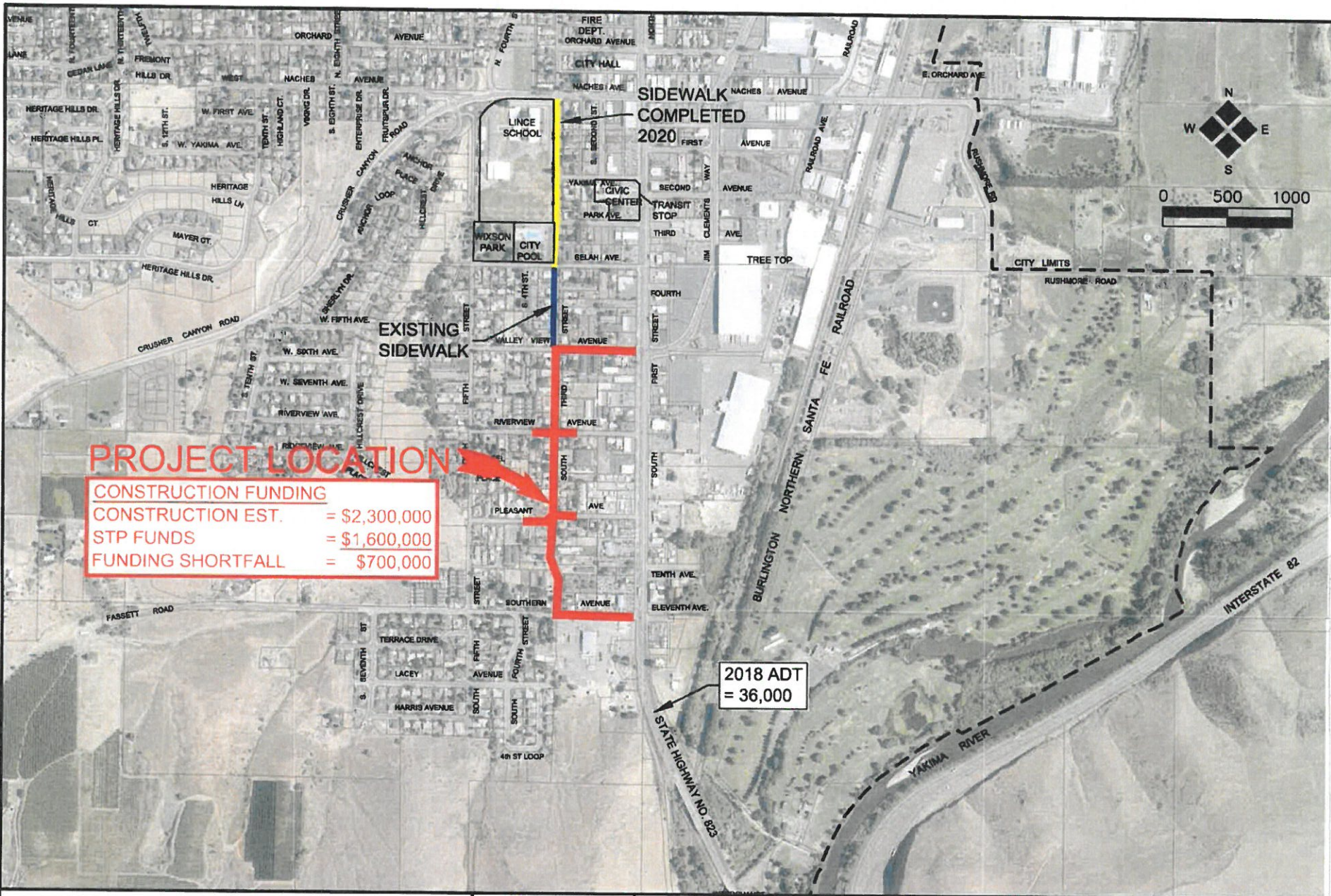
Select Facility Type, enter Facility Name and check either Direct or Indirect Access

Facility Type	Facility Name	Access Type
Recreational Facility	Wixson Park	Indirect Access
Recreational Facility	City Pool	Indirect Access
Medical Clinic	Chiropractic Wellness Center	Direct Access
Transit Stop	Civic Center Transit Stop	Indirect Access
Community Center	Civic Center	Indirect Access

- Agency has adopted TBD or other locally dedicated transportation funding by ordinance
 Enter Ordinance Number Adoption Date

DIRECT ACCESS - Within Project Limits.

INDIRECT ACCESS - Up to 3 Blocks Away on Same Corridor.



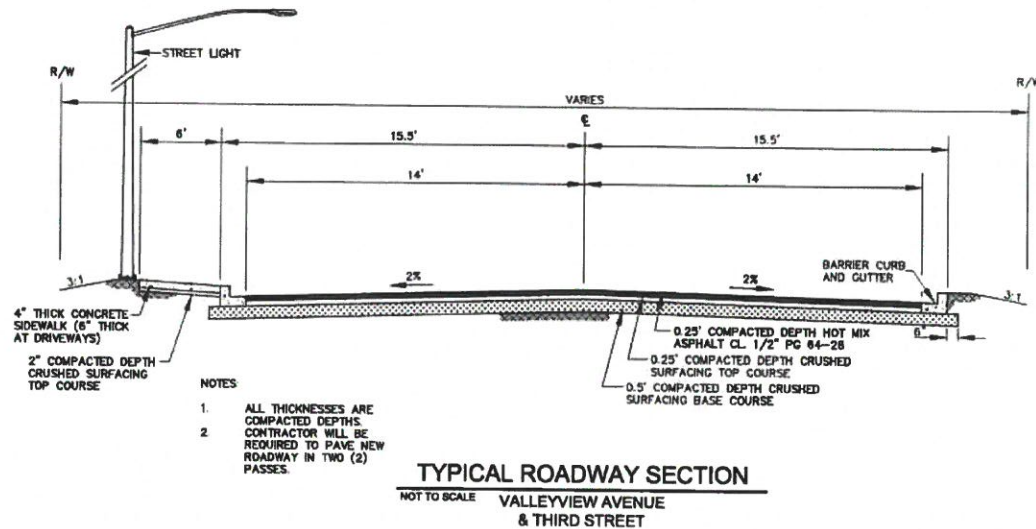
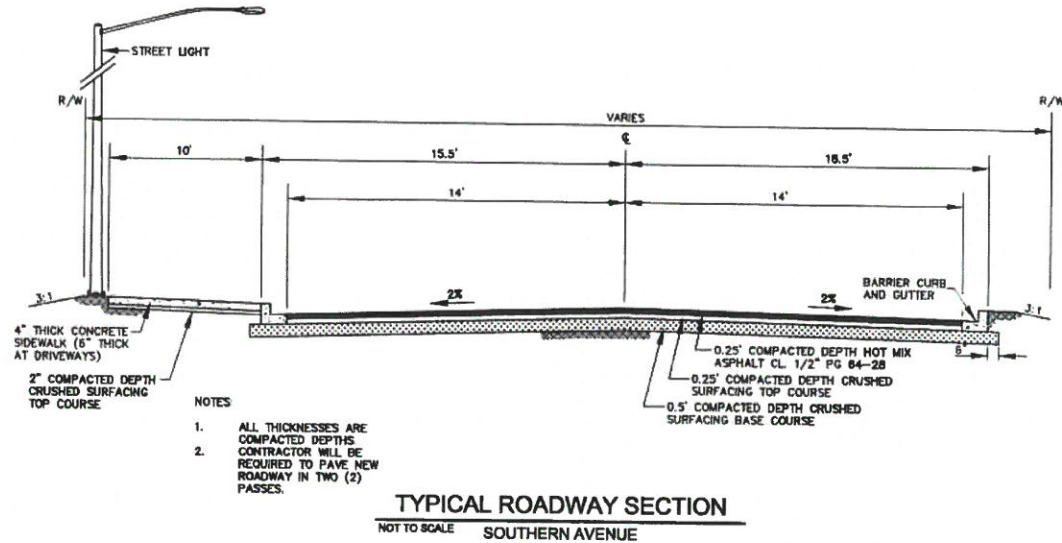
2803 River Road
 Yakima, WA 98902
 509.966.7000
 Fax 509.965.3800
 www.hlacivil.com



7/12/21

CITY OF SELAH
VALLEYVIEW AVE., THIRD ST. &
SOUTHERN AVE. IMPROVEMENTS
 VICINITY MAP

P: \PROJECTS\2021\21006\TIB\TIB-EXHIBIT.DWG



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CITY OF SELAH
VALLEYVIEW AVE., THIRD ST. & SOUTHERN AVE. IMPROVEMENTS
VICINITY MAP

7/6/21

P: \PROJECTS\2021\21006\TIB\TIB-EXHIBIT.DWG

CITY OF SELAH
Valleyview Avenue, Third Street, and Southern Avenue Improvements
Engineer's Opinion of Construction Cost

7/2/2021
 PRELIMINARY

Federal Aid Project No. STPUS-4709(001)
 HLA Project No. 13125 & 14085

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost	TIB Quantity	TIB Cost
Schedule A: Roadway Improvements (FHWA)								
1	Minor Change	1-04 4(1)	FA	\$15,000.00	1	\$15,000.00		
2	SPCC Plan	1-07 15(1)	LS	\$500.00	1	\$500.00		
3	Mobilization	1-09 7	LS	\$150,000.00	1	\$150,000.00	40%	\$60,000.00
4	Project Temporary Traffic Control	1-10 5	LS	\$90,000.00	1	\$90,000.00	40%	\$36,000.00
5	Clearing and Grubbing	2-01 5	LS	\$1,000.00	1	\$1,000.00		
6	Removal of Structures and Obstructions	2-02 5	LS	\$7,500.00	1	\$7,500.00		
7	Unclassified Excavation Incl. Haul	2-03 5	CY	\$30.00	5,800	\$174,000.00	1,000	\$30,000.00
8	Crushed Surfacing Base Course	4-04 5	TON	\$25.00	4,700	\$117,500.00	525	\$13,125.00
9	Crushed Surfacing Top Course	4-04 5	TON	\$30.00	2,400	\$72,000.00	150	\$4,500.00
10	HMA Cl. 1/2-Inch PG 64H-28	5-04 5	TON	\$95.00	2,400	\$228,000.00	150	\$14,250.00
11	Storm Sewer Pipe 12 In. Diam.	7-04 5	LF	\$60.00	800	\$48,000.00	400	\$24,000.00
12	Storm Sewer Pipe 18 In. Diam.	7-04 5	LF	\$85.00	350	\$29,750.00	175	\$14,775.00
13	Underdrain Pipe Infiltration Trench System 12 In. Diam.	7-04 5	LF	\$125.00	700	\$87,500.00	350	\$43,750.00
14	Catch Basin Type 2 48 In. Diam.	7-05 5	EA	\$4,000.00	7	\$28,000.00	3	\$12,000.00
15	Catch Basin Type 1	7-05 5	EA	\$1,300.00	23	\$29,900.00	11	\$14,300.00
16	Adjust Manhole	7-05 5	EA	\$800.00	8	\$6,400.00		
17	Shoring or Extra Excavation	7-08 5	LF	\$2.00	700	\$1,400.00		
18	Select Backfill, as Directed	7-08 5	CY	\$50.00	150	\$7,500.00		
19	D.I. Pipe for Water Main 6 In. Diam.	7-09 5	LF	\$100.00	25	\$2,500.00		
20	Adjust Valve Box	7-12 5	EA	\$700.00	32	\$22,400.00		
21	Resetting Existing Hydrant	7-14 5	EA	\$1,500.00	2	\$3,000.00		
22	Adjust Meter Box	7-15 5	EA	\$600.00	1	\$600.00		
23	Landscape Restoration	8-02 5	FA	\$25,000.00	1	\$25,000.00		
24	Cement Conc. Traffic Curb and Gutter	8-04 5	LF	\$18.00	7,100	\$127,800.00	3,550	\$63,900.00
25	Cement Conc. Sidewalk 6-Inch Thick	8-14 5	SY	\$75.00	1,150	\$86,250.00	1,150	\$86,250.00
26	Cement Conc. Sidewalk 4-Inch Thick	8-14 5	SY	\$65.00	1,500	\$97,500.00	1,500	\$97,500.00
27	Cement Conc. Curb Ramp	8-14 5	EA	\$2,500.00	12	\$30,000.00	12	\$30,000.00
28	Mailbox Support, Type 1	8-18 5	EA	\$400.00	26	\$10,400.00		
29	Mailbox Support, Type 2	8-18 5	EA	\$750.00	18	\$13,500.00		
30	Illumination System, Complete	8-20 5	LS	\$300,000.00	1	\$300,000.00	1	\$300,000.00
31	Permanent Signage	8-21 5	LS	\$15,000.00	1	\$15,000.00		
32	Pavement Markings	8-22 5	LS	\$15,000.00	1	\$15,000.00		
Schedule A Subtotal						\$1,835,900.00		\$640,950.00
Contingency 10%						\$183,600.00	10%	\$84,100.00
Schedule A Construction Cost						\$2,019,500.00		\$925,050.00

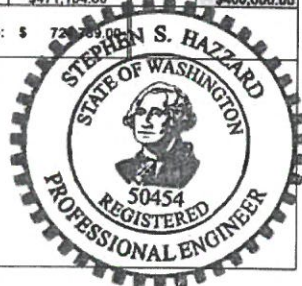
Schedule B: Sewer Improvements (Local)								
33	Minor Change	1-04 4(1)	FA	\$10,000.00	1	\$10,000.00		
34	Mobilization	1-09 7	LS	\$30,000.00	1	\$30,000.00		
35	Project Temporary Traffic Control	1-10 5	LS	\$20,000.00	1	\$20,000.00		
36	Removal of Structures and Obstructions	2-02 5	LS	\$20,000.00	1	\$20,000.00		
37	Manhole 48 In. Diam. Type 1	7-05 5	EA	\$3,500.00	13	\$45,500.00		
38	Doghouse Manhole 48 In. Diam.	7-05 5	EA	\$4,500.00	0	\$0.00		
39	Shoring or Extra Excavation	7-08 5	LF	\$2.00	2,850	\$5,700.00		
40	Select Backfill, as Directed	7-08 5	CY	\$50.00	150	\$7,500.00		
41	PVC Sanitary Sewer Pipe 8 In. Diam.	7-17 5	LF	\$50.00	1,250	\$62,500.00		
42	PVC Sanitary Sewer Pipe 12 In. Diam.	7-17 5	LF	\$60.00	1,600	\$96,000.00		
43	Sewer Cleanout	7-19 5	EA	\$500.00	2	\$1,000.00		
44	Connect to Existing Sewer	0	EA	\$1,500.00	7	\$10,500.00		
45	Side Sewer	0	EA	\$1,200.00	18	\$21,600.00		
Schedule B Subtotal						\$330,300.00		
Contingency 15%						\$49,500.00		
Schedule B Construction Cost						\$379,800.00		
Sales Tax 8.30%						\$31,523.40		
Schedule B Construction Cost Incl. Sales Tax						\$411,323.40		
Schedule A & B Construction Total						\$2,430,823.40		\$925,050.00
Construction Engineering						\$364,600.00		\$138,800.00
Construction Total						\$2,795,423.40		\$1,063,850.00

Secured Funding (Schedule A Only)								
	Secured Funds			Cost Estimate	Additional Funding Required	TIB Funding Request		
	Local	Federal	Total					
Design Engineering	\$ 34,470	\$ 220,867	\$ 255,337	\$255,337.00	\$0.00	\$0.00		
ROW	\$ 27,095	\$ 173,609	\$ 200,704	\$200,704.00	\$0.00	\$0.00		
Construction Engineering	\$ 34,840	\$ 223,225	\$ 258,065	\$330,400.00	\$72,335.00	\$52,188.00		
Construction	\$ 218,815	\$1,401,916	\$ 1,620,731	\$2,019,500.00	\$398,769.00	\$347,812.00		
Total	\$ 315,220	\$2,019,617	\$ 2,334,837	\$2,805,941.00	\$471,104.00	\$400,000.00		

Funding Shortfall (Amounts Highlighted Above): \$ 72,335.00

Stephen S. Hazzard
 Stephen S. Hazzard, PE
 HLA Engineering and Land Surveying, Inc.

7/19/21
 Date





CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
7/27/2021 N – 3

Title: Resolution Authorizing the Mayor to Sign and Enter Into, on Behalf of the City, a “First Amendment to Letter Agreement” so as to Effectuate Two (2) Substantive Changes to the Terms of the Previously-Entered-Into “Letter Agreement” Between the City and EIP Holdings II, LLC

From: Rob Case, City Attorney (on directions from the City Administrator)

Action Requested: Approval

Staff Recommendation: That the City Council approve the proposed Resolution

Board/Commission Recommendation: Not Applicable

Fiscal Impact: None

Funding Source: N/A

Background / Findings & Facts: On April 13, 2021, the City Council voted unanimously to authorize the Mayor to sign and enter into, on behalf of the City, a “Letter Agreement” with EIP Holdings II, LLC, pertaining to a cellular tower located at or about 1303 West Goodlander Road, Selah, WA 98942. The corresponding Resolution for such prior vote is Resolution No. 2843. The Letter Agreement was signed by the Mayor (and the Clerk-Treasurer) on April 13, 2021, and was signed by an agent for EIP Holdings II, LLC, on April 15, 2021. Subsequently, it was discovered that the signed version of the Letter Agreement was an earlier draft rather than the final negotiated version. As a result, two late payment provisions do not accurately reflect what the parties negotiated (prior to the City Council’s vote). EIP Holdings II, LLC, is requesting that an amendment be implemented in order to change those two provisions to what the parties had



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



actually negotiated. City management agrees that an amendment is warranted. Attached hereto is a two-page “First Amendment to Letter Agreement” that fully recites the two necessary changes, as well as a copy of the signed, five-page original Letter Agreement (minus its own Attachments). As visual aids, I have hand-underlined the to-be-changed language on such attachments (but, if the City Council ultimately approves the instant Resolution, the final to-be-signed copy of the First Amendment will not include any hand-underlining).

Recommended Motion: I move to approve the Resolution in the form presented.

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:

4/13/2021

Action Taken:

Approval of Resolution No. 2843

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND ENTER INTO,
ON BEHALF OF THE CITY, A "FIRST AMENDMENT TO LETTER
AGREEMENT" SO AS TO EFFECTUATE TWO (2) SUBSTANTIVE
CHANGES TO THE TERMS OF THE PREVIOUSLY-ENTERED-INTO
"LETTER AGREEMENT" BETWEEN THE CITY AND EIP HOLDINGS II,
LLC

WHEREAS, on April 13, 2021, the City Council voted unanimously to authorize the Mayor to sign and enter into, on behalf of the City, a "Letter Agreement" with EIP Holdings II, LLC, pertaining to a cellular tower located at or about 1303 West Goodlander Road, Selah, WA 98942; and

WHEREAS, the corresponding Resolution for such prior vote is Resolution No. 2843; and

WHEREAS, the Letter Agreement was signed by the Mayor (and the Clerk-Treasurer) on April 13, 2021, and was signed by an agent for EIP Holdings II, LLC, on April 15, 2021; and

WHEREAS, it was subsequently discovered that the signed version of the Letter Agreement was an earlier draft rather than the final negotiated version; and

WHEREAS, as a result of an earlier draft having been signed, two late payment provisions do not accurately reflect what the parties negotiated (prior to the City Council's vote); and

WHEREAS, EIP Holdings II, LLC, has requested that an amendment be implemented in order to change those two provisions to what the parties had actually negotiated; and

WHEREAS, City management agrees that an amendment is warranted; and

WHEREAS, a two-page "First Amendment to Letter Agreement" has been prepared in order to effectuate the two necessary changes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign and enter into, on behalf of the City, such First Amendment to Letter Agreement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 27th day of July, 2021.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

RESOLUTION NO. _____

FIRST AMENDMENT TO LETTER AGREEMENT

This First Amendment to Letter Agreement ("Amendment") is made and entered into as of the date of full execution below, by and between City of Selah, Washington ("Grantor"), and EIP Holdings II, LLC, a Delaware limited liability company ("Grantee").

RECITALS

WHEREAS, Grantor and Grantee entered into that certain Letter Agreement dated April 15, 2021 ("Agreement"); and

WHEREAS, Grantor and Grantee desire to amend the Agreement in accordance with the terms and conditions herein set forth.

AGREEMENT

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 that:

1. The recitals and definitions set forth above are incorporated herein by reference and made a part of this Amendment. Any capitalized term used in this Amendment and not herein defined shall have the meaning given to such capitalized term in the Agreement.

2. Section 2 of the Agreement is hereby stricken in full from the Agreement and replaced with:

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, ~~Grantor shall notice Grantee of said missed payment. Upon receipt of notice from Grantor, Grantee shall have ten (10) business days in which to cure the nonpayment, after which Grantee shall pay to Grantor a late payment penalty equal to one-hundred percent (100%) of the past-due sum.~~

3. Section 3 of the Agreement is hereby stricken in full from the Agreement and replaced with:

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 when the expiration or earlier termination of the Current Agreement occurs. If any of these payments is not fully and timely made by Grantee, Grantor shall notice Grantee of said missed payment. Upon receipt of notice from Grantor, Grantee shall have ten (10) business days in which to cure the nonpayment, after which Grantee shall pay to 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. Except as modified herein, all other terms, conditions and provisions of the Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

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

GRANTOR:

GRANTEE:

City of Selah, Washington

EIP Communications I, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

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

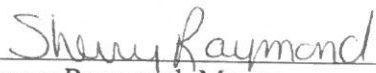
RESOLUTION NO. 2843

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:

GRANTEE:

City of Selah

EIP Holdings II, LLC,
a Delaware limited liability company

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

By: [Signature]
Name: John P. Lemmon
Title: EVP and General Counsel
Date: 4/15/2021

ATTEST:

By: [Signature]
Name: Dale Novobielski, Clerk/Treasurer