



SELAH CITY COUNCIL

5:30pm December 14, 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



Selah City Council
 Regular Meeting
 Tuesday, Dec 14, 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
- H. **Getting To Know Our Businesses** **None**
- I. **Communications**
 - 1. Oral
 Tresa Morales Public Comments: 1 written comment submitted to be read aloud

The City of Selah is a non-charter code city and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments. Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments must pertain to City business and official actions. Constructive criticism of City officials is allowed, but defamation, personal attacks and impertinent assertions are not allowed. Commenters are limited to one comment per meeting and a maximum of two minutes. City staff may disallow or modify any comment that is deemed inappropriate. These standards are subject to revision.

- 2. Written
 Tresa Morales Recycling Data Report for the 3rd Quarter of 2022
- 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.

- * Tresa Morales 1. Approval of Minutes: November 23, 2021 Council Meeting
- * Dale Novobielski 2. Approval of Claims & Payroll

L. Public Hearings

Dale Novobielski Open Record Public Hearing to Discuss the Proposed 2022 Budget for the City of Selah

M. General Business

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

N. Resolutions

- Rocky Wallace 1. Resolution Authorizing the Mayor to sign a Task Order No 2021-13 between the City of Selah and HLA Engineering and Land Surveying, Inc. for the Fremont Avenue Resurfacing Project.
- Rocky Wallace 2. A Resolution Authorizing the Mayor to Sign an Operating Grant Agreement with the Washington State Department of Transportation for \$16,930.00 in Grant Funds for the City’s Dial-a-Ride Service
- Dale Novobielski 3. Resolution Revising Rates for 2022 Sewer Utility Services
- Dale Novobielski 4. Resolution Revising Rates for 2022 Solid Waste Utility Services
- Dale Novobielski 5. Resolution Revising Rates for 2022 Water Utility Services
- Rocky Wallace 6. Resolution Authorizing the Mayor to Sign a Construction Contract between the City of Selah and Belsaas & Smith Construction, Inc. of Ellensburg, WA for the Wastewater Collections System Improvement Project
- * Dale Novobielski 7. Resolution Authorizing the Mayor to Sign an Updated Section 125 Cafeteria Plan
- * Rocky Wallace 8. Resolution Authorizing the Mayor to sign a Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement 3-E-182(006)-1 for the Fremont Avenue Resurfacing Project.
- * Rocky Wallace 9. Resolution Authorizing the Mayor to sign a Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement P-E-182(P03)-1 for Valleyview Avenue, Third Street and Southern Avenue Improvements.

- * Rocky Wallace 10. Resolution Authorizing the City Administrator to sign the approved Administrative Offer Summary's (AOS) for the Valleyview Avenue, South Third Street, Southern Avenue Improvements Project.

O. Ordinances

- Rocky Wallace 1. An Ordinance of the City of Selah, Washington, relating to the sewer system of the City; specifying, adopting and ordering the carrying out of a system or plan of additions to and betterments and extensions of the City's sewer system; declaring the estimated cost thereof as nearly as may be; authorizing the issuance of a sewer revenue bond anticipation note (non-revolving line of credit) in the maximum principal amount of \$2,111,000, pending the issuance of a sewer revenue bond authorized herein; creating and adopting certain funds and accounts; specifying the terms and covenants of such note; providing for delivery thereof to Banner Bank; and providing for related matters.
- * Rocky Wallace 2. An Ordinance Amending Title 8, Section 8.70.070, of the Selah Municipal Code Related to Speed Limits-Exceptions.
- Dale Novobielski 3. Ordinance Amending the 2021 Budget for Miscellaneous Adjustments
- Dale Novobielski 4. Ordinance Establishing the 2022 Base Salary and Wage Schedule for Management, Confidential and Unrepresented Employees
- Dale Novobielski 5. Ordinance Adopting the Budget for the City of Selah, Washington for the Year Ending December 31, 2022.
- * Dale Novobielski 6. Ordinance to Repeal Selah Municipal Code Chapters 12.24 and 12.26.

P. **Public Appearances** **None**

- Q. **Reports/Announcements**
- 1. Departments
 - 2. Council Members
 - 3. City Administrator
 - 4. Boards
 - 5. Mayor

R. **Executive Session** **None**

S. **Adjournment**

Morales, Treesa

From: Selah Webmaster
Sent: Thursday, December 2, 2021 1:26 PM
To: Morales, Treesa
Subject: New Public Comment Submission

Meeting Type / Tipo de Reunión

council meeting

Meeting Date / Fecha de la Reunión

12/14/2021

Topic / Tema

side by side utv

How would you like to provide your comment? / ¿Cómo le gustaría dar su comentario?

I will submit my comment below for the City Clerk to read aloud at the meeting. / Presentaré mi comentario a continuación para que la secretaria de la ciudad lo lea en voz alta en la reunión.

How will you attend the meeting? / ¿Cómo te unirás a la reunión virtual?

I will not be attending. / No voy a asistir.

First & Last Name / Nombre y Apellido

Paul Riel

Registered Voter?

Yes

Residency / Residencia

Selah 98942
United States
[Map It](#)

Phone Number / Número de Teléfono

(509) 945-2542

Email Address / Correo Electrónico

paul.riel@yahoo.com

Written Comment / Comentario Escrito Público

I own a Polaris Side by side UTV. It is licensed for on road and off road. I would like to see an ordinance passed to allow these vehicles legal on the roads with 35 mph or less in the city limit. They are legal in other eastern Washington cities, so I would like to see if Selah would accommodate us these same privileges. Thank you Mr. and Mrs. Paul Riel.



Selah City Council

AGENDAY ITEM SUMMARY

Meeting Date: 12/14/2021
Agenda Number: I-2

Informational Item

Title: Recycling Data Report for the 3rd Quarter of 2021

From: Treesa Morales, Public Record Manager

Action Requested: Informational - No Action Needed

Staff Recommendation: Not Applicable

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: Not Applicable

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** NONE



P.O. Box 3850
Pasco, WA 99302-3850

Phone (509) 547-2476
Fax (509) 547-8617

November 8, 2021

City of Selah
115 W Naches Ave
Selah, WA 98942

Re: Recycle Data Report 2021

Attached you will find a recycling report for the third quarter of 2021 for the residential curbside program.

I hope the city is pleased with the progress of the program. If you have any questions, please feel free to give us a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Francisco Alcalá".

Francisco Alcalá
Financial Analyst
Basin Disposal of Yakima, LLC

cc: Darrick Dietrich

Selah Recycle Report - Third Quarter 2021

Size	July ⁷		August ⁸		September ⁹	
	Quantity	No. Customers	Quantity	No. Customers	Quantity	No. Customers
32 Gallon Cart	1	1	1	1	1	1
64 Gallon Cart	1509	1470	1511	1472	1499	1460
64 Gallon Additional Cart	147	144	146	143	147	144
96 Gallon Cart	1015	1011	1022	1018	1039	1035
96 Gallon Additional Cart	132	125	134	127	136	129
64/96 Gallon Cart	16	16	16	16	16	16
	Total Distinct Customers	2,519	Total Distinct Customers	2,523	Total Distinct Customers	2,524
Recycle Customers	1,809	1,775	1814	1,780	1820	1,786
Percent Participation		70.46%		70.55%		70.76%
Average Number of Set-outs		1265		1208		1357
Percent Set-out		69.93%		67.87%		75.98%
Total Lbs.		37,860.00		33,760.00		41,740.00
Total Tons		18.93		16.88		20.87
Ave. Lbs./Set Out		29.93		16.88		30.76



Selah City Council

AGENDAY ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: K1

Action Item

Title: Approval of Minutes, November 23, 2021 Council Meeting

From: Treesa Morales, Public Record Manager

Action Requested: Approval

Staff Recommendation: To approve the consent agenda as written in agenda

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda Item

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** NONE

City of Selah
City Council Meeting Minutes
November 23, 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

Councilmember Wickenhagen moved to excuse Councilmember Carlson from the meeting. Councilmember Peterson seconded. By show of hands, vote was unanimous.

Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney; Dan Christman, Police Chief; Mickey Gillie, Deputy Fire Chief; Rocky Wallace, Public Works Director; Treesa Morales, Public Records Manager.

C. Councilmember Absence

D. Pledge of Allegiance

Mayor Raymond led the Pledge of Allegiance

E. Invocation

Councilmember Wickenhagen gave the Prayer

F. Agenda Changes

G. Public Appearances/Introductions/Presentations

1. Katrina Henkle, Selah Downtown Association – gave report: Small business Saturday coming up this weekend, Town Hall on Dec 2 for proposed Selah PD, Dec 3 is the lighted parade starting at 6pm, Dec 4-there is a class in Wixon park to make Gnomes.

H. Getting To Know Our Businesses None

I. Communications

I. Oral None

- 2. Written None
- J. Proclamations/Announcements None
- K. Consent Agenda

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

Treesa Morales * 1. Approval of Minutes: November 9, 2021 Council Meeting

Dale Novobielski * 2. Approval of Claims and Payroll:

Payroll Checks No. 84548-84561 for a total of \$219,169.43
 Claim Checks No. 177276-177341 for a total of \$191,464.70

Councilmember Peterson moved to approved the consent agenda. Councilmember Costello seconded. By show of hands, vote was unanimous.

Public Records Manager, Treesa Morales, read the Consent Agenda.

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

N. Resolutions

N-1. Resolution Authorizing the Mayor to sign Task Order No. 2021-12 between the City of Selah and HLA Engineering and Land Surveying Inc. for Engineering and Surveying Services for the Valleyview Avenue, South Third Street, Southern Avenue, Sewer Improvements Project

Introduced by Mayor Raymond and presented by Public Works Director, Rocky Wallace. After discussion,

Councilmember Bell moved, and Councilmember Matson seconded, to approve the Resolution Authorizing the Mayor to sign Task Order No. 2021-12 between the City of Selah and HLA Engineering and Land Surveying Inc. for Engineering and Surveying Services for the Valleyview Avenue, South Third Street, Southern Avenue, Sewer Improvements Project. Roll was called: Councilmember Wickenhagen – yes; Councilmember Matson – yes; Councilmember Vargas – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – absent. By voice vote, Resolution passes unanimously.

N-2 Resolution Authorizing the Mayor to Sign a Settlement Agreement and Release with Former City Administrator Donald Wayman, and to Effectuate the Settlement Specified Therein

Introduced by Mayor Raymond and presented by Public Works Director, Rocky

Councilmember Bell moved, and Councilmember Matson seconded, to approve the Resolution Authorizing the Mayor to Sign a Settlement Agreement and Release with Former City Administrator Donald Wayman, and to Effectuate the Settlement Specified Therein. Roll was called: Councilmember Wickenhagen – yes; Councilmember Matson – yes; Councilmember Vargas – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – absent. By voice vote, Resolution passes unanimously.

O. Ordinances

O-1 Ordinance to Establish the Amount of Taxes to be Levied Upon Real and Personal Property in the City of Selah, Yakima County, Washington, and Fixing the Tax Levy for the Year 2022

Introduced by Mayor Raymond and presented by Clerk/Treasurer, Dale Novobielski. After Discussion,

Councilmember Wickenhagen moved, and Councilmember Vargas seconded, to approve the Ordinance to Establish the Amount of Taxes to be Levied Upon Real and Personal Property in the City of Selah, Yakima County, Washington, and Fixing the Tax Levy for the Year 2022. Roll was called: Councilmember Wickenhagen – yes; Councilmember Matson – yes; Councilmember Vargas – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – absent. By voice vote, Ordinance passes unanimously.

O-2 Ordinance Amending the 2021 Budget for a Water Service Meter Improvements Project

Introduced by Mayor Raymond and presented by Clerk/Treasurer, Dale Novobielski. After Discussion,

Councilmember Matson moved, and Councilmember Wickenhagen seconded, to approve the Ordinance Amending the 2021 Budget for a Water Service Meter Improvements Project. Roll was called: Councilmember Wickenhagen – yes; Councilmember Matson – yes; Councilmember Vargas – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – absent. By voice vote, Ordinance passes unanimously.

P. Public Appearances None

Q. Reports/Announcements

1. Departments
 - Chief Dan Christman gave report
 - DC Gillie gave report
 - Clerk/Treasurer Novobielski gave report
 - Recreation Director Schab gave report
 - Public Works Director Wallace gave report
 - City Attorney Case – no report

2. Councilmembers
 - Councilmember Wickenhagen gave report
 - Councilmember Bell gave report
 - Councilmember Matson – no report
 - Councilmember Costello – no report
 - Councilmember Vargas – no report
 - Councilmember Peterson – no report

3. City Administrator Joe Henne gave a report

4. Boards


Makenzie Hoff * Planning Commission Minutes for the October 5th Meeting

R. Executive Session None

S. Adjournment

Councilmember Matson moved to adjourn the meeting. Councilmember Wickenhagen seconded. By show of hands vote was unanimous. Meeting was adjourned.

The meeting adjourned at 5:58pm



 Sherry Raymond, Mayor



 Roger Bell, Councilmember


 Russell Carlson, Councilmember



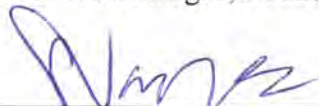
 Jacquie Matson, Councilmember



 Kevin Wickenhagen, Councilmember



 Clifford Peterson, Councilmember

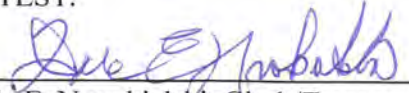


 Suzanne Vargas, Councilmember



Michael Costello, Councilmember

ATTEST:



Dale E. Novobielski, Clerk/Treasurer



Selah City Council

AGENDAY ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: K2

Action Item

Title: Approval of Claims and Payroll

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: To approve the consent agenda as written

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda Item

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** NONE



Selah City Council

AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: N-1

Action Item

Title: Resolution Authorizing the Mayor to sign a Task Order No 2021-13 between the City of Selah and HLA Engineering and Land Surveying, Inc. for the Fremont Avenue Resurfacing Project.

From: Rocky D Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: To approve the attached Resolution in the form presented

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$79,650.00 Design and Construction Engineering Total

Funding Source: Street Fund 111

Background/Findings/Facts: The City of Selah has received funding from the Washington State Transportation Improvement Board (TIB) for the Fremont Avenue Overlay Project, 4th Street to 11th Street. Public Works requests to proceed with HLA Task Order No. 2021-13 for Professional Engineering Design and Construction Services.

Recommended Motion: To approve the attached Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:**

7/27/2021 Resolution No. 2860 Authorizing the mayor to sign a Transportation Improvement Board (TIB) Funding application for the 2021 Arterial Preservation Program for the Fremont Ave Resurfacing Project.

RESOLUTION NO. 2880

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TASK ORDER NO 2021-13
BETWEEN THE CITY OF SELAH AND HLA ENGINEERING AND LAND
SURVEYING, INC. FOR THE FREMONT AVENUE RESURFACING PROJECT.**

WHEREAS, the City of Selah has received funding from the Washington State Transportation Improvement Board (TIB) for the Fremont Avenue resurfacing Project; 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

WHEREAS, the City of Selah needs design engineering and construction services for the Fremont Avenue Resurfacing Project; and

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

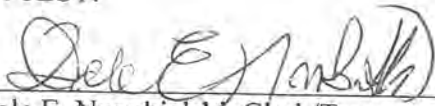
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign a Task Order 2021-13 between the City of Selah and HLA Engineering and Land Surveying, Inc. for the Fremont Avenue Resurfacing Project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of December 2021.



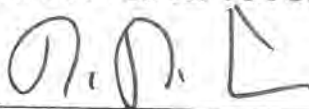
Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

TASK ORDER NO. 2021-13

REGARDING GENERAL AGREEMENT BETWEEN CITY OF SELAH
AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Fremont Avenue Resurfacing
HLA Project No. 21249E
TIB Project No. 3-E-182 (006)-1

The City of Selah (CITY) has received Arterial Preservation Program (APP) funding from the Washington State Transportation Improvement Board (TIB) for the resurfacing of Fremont Avenue, 4th Street to 11th Street. Engineering design work will begin immediately following Task Order approval. Construction is anticipated to occur in 2022.

SCOPE OF SERVICES:

At the direction of the CITY, HLA will provide professional engineering services for the Fremont Avenue Resurfacing project (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) for improvements, including resurfacing of roadway, eight ADA compliant sidewalk ramps, crack sealing, curb and gutter, and pavement markings. Services will also include advertising and bidding, recommendation of contract award to the lowest responsible bidder, and engineering services during construction.

HLA shall provide the following services:

1.0 Design Engineering

- 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 existing and proposed 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 Transmit plans to dry utility companies, including power, cable, natural gas, and telephone to advise them of pending construction.
- 1.9 Incorporate CITY review comments and provide final construction documents for bidding approval.
- 1.10 Submit final documents to TIB for review and bid authorization.
- 1.11 Prepare advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees to be paid by the CITY.

- 1.12 Provide contract documents to potential bidders, as requested, and maintain planholder list.
- 1.13 Prepare any required addenda to contract documents.
- 1.14 Answer questions during bidding from prospective bidders.
- 1.15 Attend PROJECT bid opening, check and tabulate bids, and make recommendation of award to lowest responsible bidder.
- 1.16 Submit bid tabulation to TIB and prepare Updated Cost Estimate (UCE).

2.0 Construction Engineering

- 2.1 Following award of the Contract by the CITY, prepare Notice of Award to the Contractor.
- 2.2 Assist in reviewing bond and insurance and prepare contracts.
- 2.3 Coordinate and conduct preconstruction conference followed by issuance of Notice to Proceed.
- 2.4 Furnish the field survey crew to set horizontal and vertical control for the PROJECT.
- 2.5 Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT specifications.
- 2.6 Attend construction meetings anticipated once per week during the duration of the improvements.
- 2.7 Furnish a qualified resident engineer (inspector) to observe construction and be at the PROJECT site during all significant work. The resident engineer shall provide surveillance of construction for substantial compliance with plans and specifications.
- 2.8 Prepare construction progress reports for days the resident engineer is present.
- 2.9 Recommend progress payments for the Contractor to the CITY.
- 2.10 Prepare and submit proposed contract change orders when applicable.
- 2.11 Conduct final inspection and prepare punchlist of items to be corrected by the Contractor and provide to the CITY.
- 2.12 Prepare record drawings of civil-related improvements based on the Contractor's as-built plans.
- 2.13 Prepare administrative documents for the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.
- 2.14 Monitor Contractor's compliance with the Contract documents for labor standards and review Statements of Intent to pay Prevailing Wages and Affidavits of Wages Paid.

3.0 Additional Services

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

4.0 Items to be Furnished and Responsibility of CITY

- 4.1 Provide full information as to CITY requirements of the PROJECT.

- 4.2 Pay for PROJECT advertising, notices or other publication as may be required by the funding source.
- 4.3 Assist HLA by providing all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- 4.4 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.
- 4.5 Obtain approval of all governmental authorities having jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.

TIME OF PERFORMANCE:

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

1.0 Design Engineering

Completion of plans, specifications, opinion of cost, and bidding services within sixty (60) working days following receipt of signed Task Order.

2.0 Construction Engineering

It is estimated construction of improvements will be completed within twenty (20) working days following award of the contract and Notice to Proceed.

3.0 Additional Services

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

FEE FOR SERVICE:

1.0 Design Engineering

All work for Design Engineering services shall be performed for the Lump Sum fee of \$38,350.00.

2.0 Construction Engineering

All work for Construction Engineering services shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$41,300.00. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be considered Additional Services.

3.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform 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.

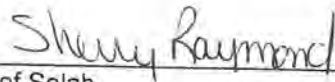
Proposed:



HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

12/1/2021
Date

Approved:



City of Selah
Sherry Raymond, Mayor

12/16/21
Date



Selah City Council

AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: N-2

Action Item

Title: A Resolution Authorizing the Mayor to Sign an Operating Grant Agreement with the Washington State Department of Transportation for \$16,930.00 in Grant Funds for the City's Dial-a-Ride Service

From: Rocky D Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: To approve the attached Resolution in the form presented

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$16,930.00 in Grant Money Revenue

Funding Source: Washington State Department of Transportation

Background/Findings/Facts: The State of Washington in its Sessions Laws authorizes funding for Public Transportation Programs, and Public Works has requested funding assistance for the City of Selah's Dial-a-Ride program. The funding request was approved and the attached Consolidated Grant Agreement is before you.

Recommended Motion: To approve the attached Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

RESOLUTION NO. 2881

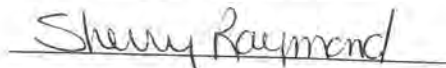
A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN OPERATING GRANT AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR \$16,930.00 IN GRANT FUNDS FOR THE CITY'S DIAL-A-RIDE SERVICE

WHEREAS, the City of Selah wishes to sign an Operating Grant Agreement with Washington State Department of Transportation; and

WHEREAS, the grant funding will provide Dial-a-Ride services for eligible special needs residents in the Selah area into Yakima and Union Gap; and

NOW THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, the Mayor be authorized to sign an Operating Grant Agreement with the Washington State Department of Transportation for grant funds in the amount of \$169,930.00 for the City's Dial-a-Ride services.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of December 2021.

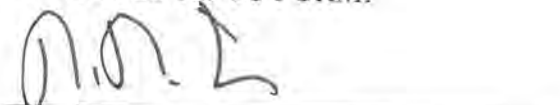


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielki, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



WSDOT Contact: Linda Howell
WSDOT E-mail: Linda.howell@wsdot.wa.gov
WSDOT Phone: 360-545-7856

Consolidated Grant Program Operating Grant Agreement	
Agreement Number	PTD0511
Term of Agreement	July 1, 2021 through June 30, 2023
Vendor #	SW00077170 0
CFDA #	N/A
DUNS	606701477
Service Area	Yakima County
Contractor: City of Selah 222 S Rushmore Rd Selah, WA 98942-9342	
Contact: Joe Henne Email: Joe.henne@selahwa.gov	

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Contractor identified above, hereinafter the "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, the CONTRACTOR has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1
SCOPE OF WORK AND BUDGET**

Funding by Project

Project Title: Dial-A-Ride Service

UPIN # PTD0511

Scope of Work: Provide Dial-A-Ride service to eligible special needs residents in the Selah area into Yakima and Union Gap.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Paratransit Special Needs Transit Formula Funds	N/A	100%	\$ 16,930		\$ 16,930
Contractor's Funds	N/A	0%	\$ -		\$ -
Total Project Cost		100%	\$ 16,930	\$ -	\$ 16,930

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.

Section 2
Purpose of Agreement

A. The purpose of this AGREEMENT is for WSDOT to provide funds to the CONTRACTOR for public transportation services that meet the needs of persons in the State of Washington.

Section 3
Scope of Project

The CONTRACTOR shall undertake and complete the Project described and detailed in Section 1. The CONTRACTOR shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

Section 4
Term of Agreement

The CONTRACTOR shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT, unless terminated as provided herein.

Section 5

General Compliance Assurance

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/apply-manage-your-grant>, which by this reference is fully incorporated herein.

Section 6
Contractor's Share of Project Costs

A. The Total Project Cost shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7 (B) for payments at the end of the biennium.

B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1, indicated as Contractor's Funds.

Section 7
Reimbursement and Payment

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 9 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8

Assignments and Subcontracts

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Section 5, Sections 8 through 18, Section 21 and Section 24 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9

Reports

A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Project Passenger Trips Provided
2. Project Service Hours Provided
3. Project Revenue Service Miles Provided
4. Narrative Progress Report
5. Financial Status/Summaries of the Project.

B. This subsection applies only to projects that are receiving Transit Coordination, Tier, or Regional Mobility grant funds. In addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

C. **Remedies for Misuse or Noncompliance.** If WSDOT determines that the Project has been used in a manner materially different from Section 1, WSDOT may direct the CONTRACTOR to repay WSDOT the State funded share of the Project. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

Section 10

No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 11

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 12

Ethics

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

Section 13

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 14

Environmental Requirements

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA).

Section 15

Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 16

Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 17

Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 18

Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 19

Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of

physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Transit Projects and Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 19 – Coordination of Special Needs Transportation.

Section 20

Disputes

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 21

Termination

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;

4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or

5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;

6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;

2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;

3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

E. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 22
Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 23
Lack of Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 24
Limitation of Liability

A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 25
Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that

changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

Section 26 WSDOT Advice

The CONTRACTOR bears complete responsibility for the administration and success of the Project as defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

Section 27 Venue and Process

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 28 Subrogation

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 29 Counterparts

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

Section 30 Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 31
Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 32
Order of Precedence**

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal law
2. Exhibit I, Federal Provisions, if applicable
3. State law
4. This AGREEMENT
5. The Guidebook

**Section 33
Execution**

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

**Section 34
Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year signed last below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Sherry Raymond

Authorized Representative

Title

Print Name

Date

Date

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year signed last below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Sherry Raymond
Authorized Representative

MAYOR
Title

SHERRY RAYMOND
Print Name

Date

12/16/21
Date



Selah City Council

AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: N-3

Action Item

Title: Resolution Revising Rates for 2022 Sewer Utility Services

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: To approve the attached Resolution in the form presented

Board/Commission Recommendation: Not Applicable

Fiscal Impact: Increases are as follows per applicable groups:

- **Residential:** \$1.42 per month
- **Seniors/disabled low income:** \$.85 per month
- **Multi-residential consisting of more than 4 units on one parcel:** \$.99 per month per unit
- **Commercial users and industrial users w/o monitoring stations and with 200 mg/l BOD & TSS discharge:** \$1.29 per month and \$.07 per hundred cubic feet (hcf) in excess of 17 hcf per month
- **Schools:** \$7.53 per month and \$.21 per hcf in excess of 36 hcf
- **Convenience stores, sandwich shops, coffee shops, hotels and assisted living facilities:** \$1.51 per month and \$.13 per hcf in excess of 11 hcf
- **Supermarkets and restaurants:** \$1.51 per month and \$.23 per hcf in excess of 7 hcf
- **Yakima Valley School:** \$25.16 per month and \$.25 per hcf in excess of 102 hcf per month

Funding Source: Not Applicable

Background/Findings/Facts: As a part of the 2022 budget development a 3% rate increase was determined appropriate for the Sewer fund.

Recommended Motion: I move to approve the Ordinance as written

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** NONE

RESOLUTION NO. 2882

**A RESOLUTION OF THE CITY OF SELAH, WASHINGTON, PERTAINING TO
SEWER RATES**

WHEREAS, Chapter 9.10.060 of the Selah Municipal Code provides that rates for Sewer Utility services be set by resolution of the City Council from time to time; and,

WHEREAS, the City Council has determined that a revision in the Sewer Rate structure is appropriate;

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

I. RESIDENTIAL RATES

- A. Single-family dwellings and multi-family units of four units or less shall be charged a rate of forty-eight dollars and seventy-five cents (\$48.75) per month, provided water or sewer service is requested and connection has been made.
- B. Multi-residential dwellings consisting of more than four units on one parcel of land, including, but not limited to, multiplexes, apartments and multi-unit residential complexes, served collectively or independently, shall be charged thirty-four dollars and eleven cents (\$34.11) per unit per month without consideration to occupancy status.
- C. Multi-family dwellings, including guest and sleeping rooms, shall be charged forty-eight dollars and seventy-five cents (\$48.75) per unit of family capacity, per month, without consideration to occupancy status. Family capacity is based on the number of beds, where three beds are considered equal to one unit of family capacity.
- D. Multi-residential developments, including manufactured housing parks, condominium and townhouse developments, and residential development complexes served collectively or independently, shall be charged forty-eight dollars and seventy-five cents (\$48.75) per unit, or space, per month without consideration to occupancy status.
- E. Low-Income Senior Citizens and Low-Income Disabled Persons Occupant Rate.
 - (1) Single-family dwellings shall be charged a rate of twenty-nine dollars and twenty-five cents (\$29.25) per month, per dwelling, regardless of occupancy, provided water or sewer service is requested and connection has been made.

- (2) A senior citizen is a person who occupies a dwelling unit and is sixty-two years of age or older.
- (3) A low-income senior citizen shall be a senior citizen whose income, combined with the income of other household occupants, if any, for the calendar year preceding was less than:

Household	Annual Household
<u>Size</u>	<u>Income</u>
1	\$ 26,000
2	35,000
3	44,000
4	53,000

- (4) A disabled person is a person who occupies a dwelling unit and qualifies for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind person as defined in RCW 74.18.020(4) or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1).
- (5) A low-income disabled person shall be a disabled person whose income, combined with other household occupants, if any, for the calendar year preceding was less than:

Household	Annual Household
<u>Size</u>	<u>Income</u>
1	\$ 26,000
2	35,000
3	44,000
4	53,000

- (6) Combined income shall be income from all sources and any gain realized by any person from the sale, transfer, or upon being displaced from, his or her residence shall not be considered as income for the purposes of this section, if reinvested in a replacement residence within eighteen (18) months of its realization.

- (7) Determination of eligibility shall be made by the City Clerk-Treasurer based upon the annual statement of the low-income senior citizen or low-income disabled person, or any other reasonable and verifiable means at the discretion of the Clerk-Treasurer.
- F. Outside utility residential user accounts shall pay one hundred fifty percent (150%) of the applicable sewer service rates charged to all City residents.

2. COMMERCIAL/BUSINESS RATES

- A. Commercial/business accounts shall be charged based on the volume and strength of wastewater discharged into the City sewage system. Volume shall be determined through metered water consumption. The strength of wastewater will be determined based on the type of commercial/business activity. For commercial/businesses not listed in the categories below, the Public Works Director shall determine which category is most closely related to the commercial/business account.
- B. Category A – This category applies to those commercial and business establishments maintaining only restroom facilities for employees and the public, and for hotels and motels without a restaurant that discharges to the same service line. These establishments generally discharge wastewater with a strength of 200 mg/l BOD and 200 mg/l TSS. The domestic sewer charge shall be based upon metered water consumption, and shall be two dollars and fifty-five cents (\$2.55) per one hundred cubic feet, but not less than forty-four dollars and twenty-nine cents (\$44.29) per establishment, per month.
- C. Category B – This category applies to those commercial and business establishments such as convenience stores, sandwich shops, coffee shops, hotels and motels with a restaurant, and assisted living facilities. These establishments generally discharge wastewater with a strength of 400 mg/l BOD and 400 mg/l TSS. The domestic sewer charge shall be based upon metered water consumption, and shall be four dollars and fifty-four cents (\$4.54) per one hundred cubic feet, but not less than fifty-one dollars and sixty-nine cents (\$51.69) per establishment, per month.
- D. Category C – This category applies to those commercial and business establishments such as restaurants, pizza shops, bakeries, fast food/drive-in restaurants, and supermarkets. These establishments generally discharge wastewater with a strength of 800 mg/l BOD and 800 mg/l TSS. The domestic sewer charge shall be based upon metered water consumption, and shall be seven dollars and ninety-seven cents (\$7.97) per one hundred cubic feet, but not less than fifty-one dollars and sixty-nine cents (\$51.69) per establishment, per month.

- E. Where multiple commercial and business establishments are tenants in a single building and are served by a common water meter, and have a single account with the City, domestic waste charges shall be based upon metered water consumption, and shall be at the rate determined by the City for the highest BOD and TSS values of the users discharging to the sewer, but not less than forty-four dollars and twenty-nine cents (\$44.29) per establishment, per month. If commercial and business establishments are served by separate water meters, then each establishment shall be charged at the appropriate rate specified within this section, but not less than forty-four dollars and twenty-nine cents (\$44.29) per meter, per month.
- F. Where multiple commercial and business establishments are tenants in a single building and are served by a common water meter, and each establishment has a separate account with the City, domestic waste charges shall be based upon metered water consumption at the rate determined by the City for the highest BOD and TSS values of the users discharging to the sewer, but not less than forty-four dollars and twenty-nine cents (\$44.29) per establishment, per month. Billing amounts in excess of the minimum shall be distributed equally between the establishments connected to the meter.
- G. Where residential and commercial uses are jointly served by a common water meter, each residential dwelling unit shall be charged forty-eight dollars and seventy-five cents (\$48.75), per unit, per month, and be allotted three hundred cubic feet of water per month per residential dwelling unit. Each business establishment shall be charged a minimum of forty-four dollars and twenty-nine cents (\$44.29) per unit, per month. Water metered in excess of three hundred cubic feet per residential unit shall be considered commercial consumption, and the appropriate commercial rate described above as determined by the City shall be applied.
- H. Commercial/business users who lose water through evaporation, irrigation, or in the product, may request a reduction in their monthly sewer charge only if the difference between water consumed and wastewater discharged to the City is documented through the use of water meters. In such a situation, the monthly sewer charges will be based upon the volume of wastewater discharged to the City at the appropriate rate specified within this section.
- I. Outside utility commercial/business sewer accounts shall pay one hundred fifty percent (150%) of the applicable sewer service rates charged to City commercial/business users.

3. GOVERNMENT RATES

- A. Unless otherwise noted below, governmental sewer accounts shall be charged at Commercial/Business Rates as described in Section 2. The Public Works Director shall determine which category of Commercial/Business rates shall apply to the governmental sewer account.
- B. Schools – Schools shall be charged for sewer service based upon metered water consumption at the rate of seven dollars and twenty-one cents (\$7.21) per one hundred cubic feet, but not less than two-hundred fifty-eight dollars and forty cents (\$258.40) per month per metered account.
- C. Yakima Valley School – Yakima Valley School shall be charged for sewer service based upon metered water consumption at the rate of eight dollars and forth-seven cents (\$8.47) per one hundred cubic feet, but not less than eight-hundred sixty-three dollars and seventy-nine cents (\$863.79) per month. Residential dwelling units associated with the Yakima Valley School and served by separate water meters shall be charged for sewer service at the residential rate set forth in Section 1.
- D. Outside utility governmental user accounts shall pay one hundred fifty percent (150%) of the applicable sewer service rates charged to City government users.

4. INDUSTRIAL RATES

Industrial users of City wastewater facilities shall be evaluated and determined by the City as to whether monitoring stations on wastewater discharges will be required. If monitoring stations are required by the City, the City shall designate when, where, and how many stations shall be placed. City-approved monitoring stations shall be installed and maintained continuously in satisfactory and effective operation by, and at the expense of, the industrial user, at the direction of the City.

A. General Industrial User Conditions

The following conditions apply to all industrial users discharging to the City wastewater facilities:

- (1) There shall be no unmetered sources of water contributing wastewater to the City sewage works without the knowledge and prior written approval of the City.
- (2) The City reserves the right to test, monitor, and control any wastewater discharged to any City facility at any time, including the right set forth in Selah Code Section 9.10.072.

- (3) The discharges of industrial users may be restricted to a capacity allocated in an industrial discharge contract with the City, or a State or NPDES Waste Discharge Permit issued to the user by the Washington Department of Ecology, whichever results in the smaller capacity. In the event the discharge from an industrial user exceeds that allocated, then a rate surcharge shall be assessed. Such a surcharge shall only be assessed when the discharge exceeds that allocated to the industrial user on an average monthly basis for any of the three components that comprise the rate determination (flow, BOD, and TSS). The surcharge shall only be applied to that portion of the component that is in excess of the industrial user's allocation, and shall be equal to one hundred twenty-five percent (125%) of the rate for that component. For example, if an industrial user's discharge is within the allocated limits for flow and BOD, but exceeds the TSS allocated limit by 100 pounds per day on an average monthly basis, then that excess 100 pounds per day times the number of days in the month shall be charged a rate equal to 125% of the per pound TSS rate.
- (4) Industrial users who lose water through evaporation, irrigation, or in the product, may request a reduction in their monthly sewer charge only if the difference between water consumed and wastewater discharged to the City is documented using water meters. In such a situation, the monthly sewer charges will be based upon the volume of wastewater discharged to City wastewater facilities at the appropriate rate specified within this section.
- (5) The pH of discharges from all industrial users discharging liquids into the public sewers other than the industrial pretreatment system shall not be lower than 6.0 nor greater than 9.0 as determined by monitoring station results. Any discharge of waste outside this range shall be subject to a penalty of one hundred seventy-three dollars and thirty-one cents (\$173.31) per day. For the purposes of this monetary penalty, each day's discharge shall be considered a separate event.
- (6) In the event characteristics of the wastewater as determined by the monitoring station results are not available due to an equipment malfunction, failed laboratory test, or other unforeseen circumstance, then the quantities of flow, BOD, and TSS shall be determined as follows:
 - a. The quantity of wastewater flow shall be based on one of the following methods as determined by the City to be effective and representative for the month when data or results are not available:

- i. The wastewater flow shall be equal to the flow for the same month in the previous year times the average flow for the previous twelve (12) months divided by the average flow for the twelve (12) month period preceding the month used from the previous year. For example, if the quantity of flow is not available in October 2017, then the flow would be calculated as follows:

October 2017 flow = $\frac{(\text{October 2016 flow}) \times (\text{Average daily flow Oct 2016 through Sept 2017})}{(\text{Average daily flow Oct 2015 through Sept 2016})}$

(Average daily flow Oct 2015 through Sept 2016)

- ii. The wastewater flow shall be equal to the total water flow into the user, as determined by water meter readings for the user, times a conversion factor determined by dividing the wastewater flows for the previous twelve (12) months by the water meter readings for the previous twelve (12) months. For example, if the quantity of flow is not available in October 2017, then the flow would be calculated as follows:

October 2017 flow = $\frac{(\text{October 2017 water flow}) \times (\text{Oct 2016 through Sept 2017 wastewater flow})}{(\text{Oct 2016 through Sept 2017 water flow})}$

(Oct 2016 through Sept 2017 water flow)

- iii. The wastewater flow shall be equal to the total water flow into the user, as determined by water meter readings for the user, times a conversion factor determined by the City performing a quantitative water balance through the users process to develop a relationship between water consumption and wastewater discharge.
 - iv. The wastewater flow shall be determined by any other method deemed acceptable to the City.
- b. The quantity of BOD shall be based on one of the following methods as determined by the City to be effective and representative for the month when data or results are not available:
 - i. The BOD concentration shall be equal to the BOD concentration for the same month in the previous year times the average BOD concentration for the previous twelve (12) months divided by the average BOD concentration for the twelve (12) month period preceding the month used from the

previous year. For example, if the BOD concentration is not available in October 2017, then the BOD concentration would be calculated as follows:

$$\text{October 2017 BOD} = \frac{(\text{October 2016 BOD}) \times (\text{Average BOD concentration Oct 2016 through Sept 2017})}{(\text{Average BOD concentration Oct 2015 through Sept 2016})}$$

- ii. The BOD concentration shall be equal to the BOD concentration for the previous month.
 - iii. The BOD concentration shall be determined by any other method deemed acceptable to the City.
- c. The quantity of TSS shall be based on one of the following methods as determined by the City to be effective and representative for the month when data or results are not available:
- i. The TSS concentration (conc.) shall be equal to the TSS concentration for the same month in the previous year times the average TSS concentration for the previous twelve (12) months divided by the average TSS concentration for the twelve (12) month period preceding the month used from the previous year. For example, if the TSS concentration is not available in October 2017, then the TSS concentration would be calculated as follows:

$$\text{October 2017 TSS} = \frac{(\text{October 2016 TSS}) \times (\text{Average TSS concentration Oct 2016 through Sept 2017})}{(\text{Average TSS concentration Oct 2015 through Sept 2016})}$$

- ii. The TSS concentration shall be equal to the TSS concentration for the previous month.
 - iii. The TSS concentration shall be determined by any other method deemed acceptable to the City.
- (7) The City shall charge monetary penalties for any discharge from an industrial user that meets the criteria of an excessive industrial discharge as defined in Selah Code section 9.10.010. For the purposes of charging monetary penalties, each day's discharge and each component (flow, BOD, and TSS) shall be considered a separate event. Monetary penalties shall include, but not necessarily be limited to, the following:

- a. All costs associated with providing treatment to the industrial slug discharge.
 - b. All costs associated with repair of equipment damaged by, or associated with, providing treatment to the industrial slug discharge.
 - c. All costs associated with NPDES permit violations, federal or state government orders resulting from NPDES permit violations, penalties imposed by the federal or state government upon the City for NPDES permit violations, and all costs associated with any citizens lawsuit filed against the City for NPDES permit violations.
 - d. Industrial slug discharges lasting five (5) or more consecutive days shall be subject to the surcharge provisions of Section 4.A.(3) of this Resolution whether or not the industrial user's maximum monthly allocated capacity is exceeded.
- (8) Outside utility industrial users shall pay one hundred fifty percent (150%) of the applicable sewer service rates charged to City industrial users.

B. Industrial Users Not Required to Have Monitoring Stations

- (1) Industrial users not required to have metering and monitoring stations shall be charged at Commercial/Business Rates as described in Section 2. The Public Works Director shall determine which category of Commercial/Business rates shall apply to the industrial user.

C. Industrial Users Required to Have Monitoring Stations

- (1) The minimum monthly charge to an industrial account in this category shall be four-hundred fifty-one dollars and fifteen cents (\$451.15) per month, per industry.
- (2) Industrial users required to install City-approved monitoring stations on their discharges to the City, but not required to connect to the City pretreatment facility, shall be charged for sewer service based upon the volume, strength, and characteristics of the wastewater as determined by the monitoring station results at the following rates:

<u>Component</u>	<u>Symbol</u>	<u>Rate</u>
Hydraulic (flow)	Q	\$0.7689 per 100 cu.ft.
Biochemical oxygen demand	BOD	\$0.3373 per pound

Total suspended solids	TSS	\$0.5932 per pound
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D. Industrial Users Required to Connect to the City Pretreatment Facility

- (1) The minimum monthly charge to an industrial account in this category shall be seven-hundred fifty-one dollars and ninety-six cents (\$751.96) per month, per monitoring station, per industry.
- (2) The industrial pretreatment facility is recognized as having a finite capacity to treat wastewater. The following capacities and limitations have been established:

<u>Component</u>	<u>Units</u>	<u>Capacity</u>	<u>Occurrence</u>
Hydraulic (flow)	MGD	0.40	Max. Monthly Flow
BOD	lbs/day	4,000	Max. Monthly BOD Loading
TSS	lbs/day	1,500	Max. Monthly TSS Loading

- (3) In the event of multiple users of the pretreatment facility, the City shall allocate a respective share of the capacity of each component to each of the users.
- (4) Industrial users required to connect to the City pretreatment facility shall install City-approved monitoring stations at their expense on their wastewater discharge lines to monitor the volume, strength, and characteristics of their wastewater discharges into the pretreatment facility. Charges for sewer service shall be based upon the volume, strength, and characteristics of the wastewater discharged to the pretreatment facility as determined by monitoring station results at the following rates:

<u>Component</u>	<u>Symbol</u>	<u>Rate</u>
Hydraulic (flow)	Q	\$0.7689 per 100 cu.ft.
Biochemical oxygen demand	BOD	\$0.3373 per pound
Total suspended solids	TSS	\$0.5932 per pound

- (5) The pH of discharges from all industrial users discharging liquids into the industrial pretreatment system shall not be lower than 5.0 nor greater than 11.0 as determined by monitoring station results. Any discharge of waste outside this range shall be subject to a penalty of one hundred seventy-three dollars and

thirty-one cents (\$173.31) per day. For the purposes of this monetary penalty, each day's discharge shall be considered a separate event.

BE IT FURTHER RESOLVED that the rates set forth herein shall be effective commencing on January 1, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14th day of December, 2021.



Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



Selah City Council

AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: N-4

Action Item

Title: Resolution Revising Rates for 2022 Solid Waste Utility Services

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: To approve the attached Resolution in the form presented

Board/Commission Recommendation: Not Applicable

Fiscal Impact: Monthly increase for:

- 90 gallon service \$.51
- Low Income Senior/Disabled 60 gallon service \$.36
- Occasional extra \$.09
- Yard Waste service \$.06
- 1 yd dumpster service \$1.68
- 1.5yd dumpster service \$1.91
- 2 yd dumpster service \$2.78
- 3 yd dumpster service \$4.53
- 4 yd dumpster service \$5.48
- 6 yd dumpster service \$6.52
- 8 yd dumpster service \$7.66
- overfill per yard \$.53
- 20 yard drop box pickup \$2.88
- 30 yard drop box pickup \$3.51

Funding Source: Not Applicable

Background/Findings/Facts: As a part of the 2022 budget development a 3 % rate increase was determined appropriate for the Solid Waste fund.

Recommended Motion: I move to approve the Resolution revising rates for 2022 Solid Waste utility services.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** NONE

RESOLUTION NO. 2883

RESOLUTION REVISING RATES FOR THE COLLECTION OF SOLID WASTE

WHEREAS, Section 3.02.080 of the Selah Municipal Code provides that rates for Solid Waste collection be set by resolution of the City Council from time to time, and

WHEREAS, the City Council has determined that a revision in the Solid Waste Rate structure is appropriate;

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

The following rates are to be billed monthly by the City and paid by the residents and customers of the City:

CLASSIFICATION	COLLECTION INTERVAL	RATES AND FEES
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Totes:

30 Gallon Tote	per week	\$13.19
60 Gallon Tote	per week	14.42
90 Gallon Tote	per week	17.55
Each additional 60-gallon tote		6.28
Each additional 90-gallon tote		9.43
Occasional extra 30-gallon equivalent	each	\$ 3.15
*Yard Waste (3 containers 2 times per month)		\$ 1.99

*Yard waste service is optional. This is not a mandatory service but does allow the resident the choice to have it picked up at their curb or to dispose of it themselves in a legal manner.

Low-Income Senior Citizens and Low-Income Disabled Persons Occupant Rate

- (1) Low-Income Senior and Low-Income Disabled;

60 Gal Tote per week	\$ 12.42
90 Gal Tote per week	15.42
- (2) A senior citizen is a person who occupies a dwelling unit and is sixty-two years of age or older.
- (3) A low-income senior citizen shall be a senior citizen whose income, combined with the income of other household occupants, if any, for the calendar year preceding was less than:

Household	Annual Household
<u>Size</u>	<u>Income</u>
1	\$ 26,000
2	35,000
3	44,000
4	53,000

- (4) A disabled person is a person who occupies a dwelling unit and qualifies for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind person as defined in RCW 74.18.020(4) or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1).
- (5) A low-income disabled person shall be a disabled person whose income, combined with other household occupants, if any, for the calendar year preceding was less than:

Household	Annual Household
<u>Size</u>	<u>Income</u>
1	\$ 26,000
2	35,000
3	44,000
4	53,000

CLASSIFICATION	COLLECTION INTERVAL	RATES AND FEES
<u>Bins & Drop Boxes:</u>		
1.0 Yard Bin	1 time per week	\$57.61
1.0 Yard Bin	2 times per week	115.22
1.0 Yard Bin	3 times per week	172.83
1.0 Yard Bin	Special on-call pickup each	14.42
1.5 Yard Bin	1 time per week	\$65.55
1.5 Yard Bin	2 times per week	131.10
1.5 Yard Bin	3 times per week	196.65
1.5 Yard Bin	Special on-call pickup each	16.41
2.0 Yard Bin	1 time per week	\$95.39
2.0 Yard Bin	2 times per week	190.78
2.0 Yard Bin	Special on-call pickup each	23.84

3.0 Yard Bin	1 time per week	\$155.49
3.0 Yard Bin	2 times per week	310.98
3.0 Yard Bin	Special on-call pickup each	38.38
4.0 Yard Bin	1 time per week	\$188.28
4.0 Yard Bin	2 times per week	376.56
4.0 Yard Bin	Special on-call pickup each	47.06
6.0 Yard Bin	1 time per week	\$223.94
6.0 Yard Bin	2 times per week	447.88
6.0 Yard Bin	Special on-call pickup each	56.00
8.0 Yard Bin	1 time per week	\$263.10
8.0 Yard Bin	2 times per week	526.20
8.0 Yard Bin	Special on-call pickup each	65.80
Overfill per yard		\$18.20
20 yard drop box	per pickup	\$98.72*
20 yard self contained compactor	per pickup	172.59*
30 & 40 yard drop box	per pickup	\$120.53*
30 yard self contained compactor	per pickup	222.50*

*Plus dump fee. Temporary drop boxes are subject to a daily rental charge and initial delivery fee.

Additional Services and Fees:

Walk-in Service: \$0.28 per foot round-trip per can per pickup.

Commercial locking container service: an additional charge of \$20.41 per month for a locking bin.

Roll out charge: If a driver is required to move a commercial container more than ten feet but less than twenty-five feet to the curb or alley line, an additional charge of \$5.87 per pickup will be assessed. An additional charge of \$3.42 per pickup will be assessed for each additional twenty-five foot increment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the rates for Solid Waste be adopted and that the rates set forth herein shall be effective commencing January 1, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 14th day of December, 2021.

Sherry Raymond

Sherry Raymond, Mayor

ATTEST:

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

APPROVED AS TO FORM:

Rob Case
Rob Case, City Attorney



Selah City Council

AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: N-5

Action Item

Title: Resolution Revising Rates for 2022 Water Utility Services

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: To approve the attached Resolution in the form presented

Board/Commission Recommendation: Not Applicable

Fiscal Impact:

Increase for ¾" water service using 10 hundred cubic feet (hcf) per month: \$.74 and \$.04 per additional hcf

1" water service using 10 hcf per month: \$1.02 and \$.04 per additional hcf

1 ¼ - 1 ½ water service using 10 hcf per month: \$1.15 and \$.04 per additional hcf

2" water service using 10 hcf per month: \$1.33 and \$.04 per additional hcf

3" water service using 20 hcf per month: \$1.94 and \$.04 per additional hcf

4" water service using 20 hcf per month: \$2.16 per month and \$.06 per additional hcf for the next 180 hcf and \$.05 per additional hcf

Over 4" water service using 20 hcf per month \$2.16 per month and \$.06 per additional hcf for the next 4,980 hcf and \$.05 per additional hcf

Multiple dwelling units/mobile home park units \$.39 per month for each dwelling unit or space

Senior or Disabled Low Income service using 3 hcf per month \$.34 per month and \$.04 per additional hcf for the next 7 hcf and \$.03 per additional hcf.

Bulk water users will pay an increase of \$.06 per hundred gallons.

Funding Source: Not Applicable

Background/Findings/Facts: As a part of the 2022 budget development a 3 % rate increase was determined appropriate for the Water fund.

Recommended Motion: I move to approve the Resolution revising rates for 2022 Water utility services.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken: None**

RESOLUTION NO. 2884

A RESOLUTION REVISING RATES FOR WATER UTILITY SERVICES

WHEREAS, Section 9.02.190 of the Selah Municipal Code provides that rates for Water Utility services be set by resolution of the City Council from time to time, and

WHEREAS, the City Council has determined that a revision in the Water Rate structure is appropriate;

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

Water Service Charges:

a) Within Corporate Limits

Meter Size		Consumption (100 cubic ft)	Minimum	Overage (per 100 cubic ft)
3/4" or smaller	First	3	\$18.66	
	Next	7		1.66
	Over	10		1.29
1"	First	4	24.79	
	Next	6		1.66
	Over	10		1.29
1-1/4" through 1-1/2"	First	5	30.99	
	Next	5		1.66
	Over	10		1.29
2"	First	5	37.14	
	Next	5		1.66
	Over	10		1.29
3"	First	10	49.56	
	Next	10		1.66
	Over	20		1.29
4"	First	20	74.32	
	Next	180		2.09
	Over	200		1.66

Over 4"	First	20	74.32	
	Next	4,980		2.09
	Over	5,000		1.66

b) The minimum charge per month for the availability of water service for two-family dwellings, multiple dwellings, group houses and condominiums, apartment houses, and mobile home parks as defined in Chapter 10.02 shall be thirteen dollars and forty-one cents (\$13.41) for each dwelling unit or mobile home space. Each dwelling unit or mobile home space shall be allotted 300 cubic feet of minimum consumption, and water used over this minimum amount shall be charged at the applicable rate in section (a) above.

c) Low-Income Senior Citizens and Low-Income Disabled Persons Occupant Rate.

- (1) Single-family dwellings shall be charged eleven dollars and eighty-one cents (\$11.81) per month, for the first 300 cubic feet of water consumption. Additional water consumption will be charged at the rate of one dollar and forty-six cents (\$1.46) per 100 cubic feet for the next 700 cubic feet and one dollar and sixteen cents (\$1.16) per 100 cubic feet for over 1,000 cubic feet.
- (2) A senior citizen is a person who occupies a dwelling unit and is sixty-two years of age or older.
- (3) A low-income senior citizen shall be a senior citizen whose income, combined with the income of other household occupants, if any, for the calendar year preceding was less than:

Household <u>Size</u>	Annual Household <u>Income</u>
1	\$ 26,000
2	35,000
3	44,000
4	53,000

- (4) A disabled person is a person who occupies a dwelling unit and qualifies for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind person as defined in RCW 74.18.020(4) or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1).
- (5) A low-income disabled person shall be a disabled person whose income, combined with other household occupants, if any, for the calendar year preceding was less than:

Household <u>Size</u>	Annual Household <u>Income</u>
1	\$ 26,000

2	35,000
3	44,000
4	53,000

- (6) Combined income shall be income from all sources and any gain realized by any person from the sale, transfer, or upon being displaced from, his or her residence shall not be considered as income for the purposes of this section, if reinvested in a replacement residence within eighteen (18) months of its realization.
- (7) Determination of eligibility shall be made by the City Clerk-Treasurer based upon the annual statement of the low-income senior citizen or low-income disabled person, or any other reasonable and verifiable means at the discretion of the Clerk-Treasurer.
- d) Outside utility users shall pay one hundred fifty percent (150%) of the applicable water service charges charged to City residents and commercial/business users.
- e) Bulk water consumers shall be served at the convenience of the City and shall pay the sum of ten dollars (\$10.00) per fill and two dollars and nine cents (\$2.09) per hundred gallon unit.

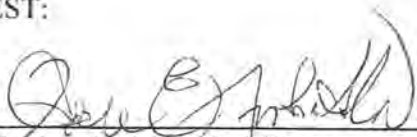
BE IT FURTHER RESOLVED that the rates set forth herein shall be effective commencing January 1, 2022.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of December, 2021.



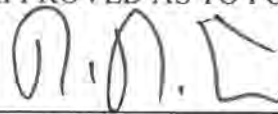
 Sherry Raymond, Mayor

ATTEST:



 Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



 Rob Case, City Attorney



Selah City Council

AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: N-6

Action Item

Title: Resolution authorizing the Mayor to sign a Construction Contract between the City of Selah and Belsaas & Smith Construction, Inc., for the Wastewater Collections System Improvements Project.

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: To approve the attached Resolution in the form presented

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$1,880,592.68

Funding Source: 415 and 411

Background/Findings/Facts: The bid opening for the above-referenced project was held at Selah Public Works office at approximately 10:10 a.m., on Tuesday, December 7, 2021. A total of three (3) bids were received. The lowest bid was for the amount of \$1,880,592.68, by Belsaas & Smith Construction, Inc., of Ellensburg, Washington. Such amount is approximately five percent (5%) above the Engineer's Estimate of \$1,791,013.42. The City's engineers have reviewed and checked the bid proposals of all bidders and recommend the City award a construction contract to Belsaas & Smith Construction, contingent on USDA approval. During the design phase of another City project, it was determined that a fire hydrant should be moved. This was determined by Public Works and the City's Fire Chief. After examining the upcoming projects with the City's engineers, it was decided that adding the hydrant relocation to this project as a separate schedule would yield the City the best opportunity for a reasonable bid. USDA is in concurrence and allowed the City to add the additional schedule to the bid packet. The City will be using local funds for schedule B. The funding breakdown is as follows: Schedule A, \$1,770,780.00 USDA loan and \$244,012.87 415 Sewer Fund; Schedule B, \$26,889.81 411 Water Fund.

Recommended Motion: I move to approve the Resolution revising rates for 2022 Water utility services.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:**

- 7/23/2019 Resolution authorizing the Mayor to sign Task Order 2019-01 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering and Land Surveying Services for the Wastewater Collection System Improvements
- 12/8/2021 Resolution No.2827 Authorizing the mayor to sign an application for Federal Assistance from the U.S. Department of Agriculture, Rural Development, Rural Utilities Service Requesting \$2,036,290.00 in funding to be used to construct the City of Selah's Wastewater Collection System Improvements Project.
- 5/26/2021 USDA Rural Development Letter- Approval to proceed to Bid
- 11/15/2021 Advertisement for Bids
- 11/22/2021 Advertisement for Bids
- 12/7/2021 Bid Opening

RESOLUTION NO. 2885

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION CONTRACT BETWEEN THE CITY OF SELAH AND BELSAAS & SMITH CONSTRUCTION, INC., FOR THE WASTEWATER COLLECTIONS SYSTEM IMPROVEMENTS PROJECT.

WHEREAS, the City of Selah wishes to construct certain wastewater collection system improvements; and


WHEREAS, after seeking bids the City wishes to award the construction contract to the low bidder, Belsaas & Smith Construction, Inc., of Ellensburg, Washington;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign a Construction Contract between the City of Selah and Belsaas & Smith Construction, Inc., in the amount of \$1,880,592.68 for the Wastewater Collection System Improvements contingent on USDA concurrence.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of December 2021.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

NOTICE OF AWARD

Date of Issuance: December 15, 2021
Owner: City of Selah
Engineer: Stephen S. Hazzard
Project: Wastewater Collection System Improvements
Contract Name: Wastewater Collection System Improvements
Bidder: Belsaas & Smith Construction, Inc
Bidder's Address: 103 E. 4th Ave/P.O. Box 926 Ellensburg, WA 98926

Owner's Project No.: 19027C
Engineer's Project No.: 19027C

You are notified that Owner has accepted your Bid dated December 7, 2021, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Installation of approximately 5,160 LF sewer pipe, 28 manholes, 3,150 TON crushed surfacing, 1,125 Ton HMA, 4,500 CY select backfill, and other related improvements.

The Contract Price of the awarded Contract is \$1,880,592.68 Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): An email of all Contract Documents to our office prior to mailing is preferable so that we can ensure completeness and avoid delay in contract execution.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Selah
By (signature): Sherry Raymond
Name (printed): Sherry Raymond
Title: Mayor

Copy: Engineer

City of Selah
Wastewater Collection System Improvements
Revised Project Budget

	Initial Budget	Revised Budget (Low Bid)	Difference
Misc. Soft Costs			
Interim Financing	\$ 74,231.00	\$ 74,231.00	\$ -
Engineering and Architectural			
PER & Design	\$ 264,000.00	\$ 264,000.00	\$ -
Basic Services - Construction E-500	\$ 126,296.00	\$ 126,296.00	\$ -
RPR	\$ 139,304.00	\$ 139,304.00	\$ -
Construction w/ Sales Tax			
Construction Estimate (USDA Funds)	\$ 1,609,690.00	\$ 1,770,780.00	\$ 161,090.00
Construction Estimate (Local Funds)	\$ -	\$ 82,922.87	\$ 82,922.87
Contingency (USDA Funds)	\$ 161,090.00	\$ -	\$ (161,090.00)
<u>Contingency (Local Funds)</u>	<u>\$ -</u>	<u>\$ 161,090.00</u>	<u>\$ 161,090.00</u>
Total	\$ 2,374,611.00	\$ 2,618,623.87	\$ 244,012.87
Project Funding Breakdown			
Applicant Contribution	\$ 263,611.00	\$ 507,623.87	\$ 244,012.87
<u>USDA RD Loan 92-01</u>	<u>\$ 2,111,000.00</u>	<u>\$ 2,111,000.00</u>	<u>\$ -</u>
Total	\$ 2,374,611.00	\$ 2,618,623.87	\$ 244,012.87



December 8, 2021

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

Attn: Rocky Wallace, Public Works Director

Re: City of Selah
Wastewater Collection System Improvements
HLA Project No.: 19027C
Recommendation of Award

Dear Mr. Wallace:

The bid opening for the above referenced project was held at Selah City Hall at 10:00 a.m., on Tuesday, December 7, 2021. A total of three (3) bids were received with the low bid of \$1,880,592.68, being offered by Belsaas & Smith Construction, Inc, of Ellensburg, WA. This low bid is approximately five (5) percent above the Engineer's Estimate of \$1,791,013.42.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Belsaas & Smith Construction Inc, in the amount of \$1,880,592.68 contingent on USDA approval. Please send us a copy of the City of Selah Council minutes authorizing award of this project.

Enclosed please find the project Bid Summary and Belsaas & Smith's current and recent major project listings for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,


Stephen S. Hazzard, PE

SHS/lml

Enclosures

Copy: Michael Beyer, State Engineer - Washington
Marti Canatsey, Loan Specialist
Dennis Perala, HLA
Angela Ringer, HLA

BID SUMMARY					Bidder #1		Bidder #2		Bidder #3			
Owner: City of Selah Project: Wastewater Collection System Improvements HLA Project No.: 19027C Bid Opening Date: Tuesday, December 7, 2021					Bidsaas & Smith Construction, Inc. P.O Box 926 Ellensburg, WA 98926		Interwest Construction, Inc. 609 North Hill Blvd Burlington, WA 98233		Total Site Services, LLC 2780 Salk Ave Richland, WA 99354			
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE							
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	A	Minor Change	1	FA	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	A	Mobilization	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 168,123.00	\$ 168,123.00	\$ 182,000.00	\$ 182,000.00	\$ 101,333.93	\$ 101,333.93
3	A	Project Temporary Traffic Control	1	LS	\$ 225,000.00	\$ 225,000.00	\$ 91,295.00	\$ 91,295.00	\$ 220,000.00	\$ 220,000.00	\$ 156,031.28	\$ 156,031.28
4	A	Clearing and Grubbing	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,253.00	\$ 2,253.00	\$ 6,100.00	\$ 6,100.00	\$ 8,423.84	\$ 8,423.84
5	A	Removal of Structures and Obstructions	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 82,808.00	\$ 82,808.00	\$ 90,000.00	\$ 90,000.00	\$ 132,922.15	\$ 132,922.15
6	A	Unclassified Excavation Incl. Haul	520	CY	\$ 55.00	\$ 28,600.00	\$ 20.00	\$ 10,400.00	\$ 19.00	\$ 9,880.00	\$ 111.95	\$ 58,214.00
7	A	Crushed Surfacing Top Course	3,150	TON	\$ 40.00	\$ 126,000.00	\$ 29.00	\$ 91,350.00	\$ 34.00	\$ 107,100.00	\$ 13.50	\$ 42,525.00
8	A	HMA Cl. 3/8-Inch PG 64H-28	1,125	TON	\$ 120.00	\$ 135,000.00	\$ 129.00	\$ 145,125.00	\$ 112.00	\$ 126,000.00	\$ 115.34	\$ 129,757.50
9	A	Manhole 60 In. Diam. Type 1	3	EA	\$ 6,500.00	\$ 19,500.00	\$ 5,711.00	\$ 17,133.00	\$ 6,720.00	\$ 20,160.00	\$ 6,206.51	\$ 18,619.53
10	A	Manhole 48 In. Diam. Type 1	24	EA	\$ 4,000.00	\$ 96,000.00	\$ 4,382.00	\$ 105,168.00	\$ 5,770.00	\$ 138,480.00	\$ 4,747.97	\$ 113,951.28
11	A	Doghouse Manhole 48 In. Diam.	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 5,712.00	\$ 5,712.00	\$ 8,450.00	\$ 8,450.00	\$ 4,866.97	\$ 4,866.97
12	A	Abandon Existing Manhole	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,822.00	\$ 5,466.00	\$ 1,000.00	\$ 3,000.00	\$ 2,165.86	\$ 6,497.58
13	A	Shoring Plan	1	LS	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 840.00	\$ 840.00	\$ 542.10	\$ 542.10
14	A	Shoring or Extra Excavation	5,160	LF	\$ 1.00	\$ 5,160.00	\$ 2.00	\$ 10,320.00	\$ 3.00	\$ 15,480.00	\$ 8.94	\$ 46,130.40
15	A	Select Backfill, as Directed	4,500	CY	\$ 40.00	\$ 180,000.00	\$ 36.00	\$ 162,000.00	\$ 33.40	\$ 150,300.00	\$ 58.13	\$ 261,585.00
16	A	Bollard	8	EA	\$ 1,100.00	\$ 8,800.00	\$ 1,454.00	\$ 11,632.00	\$ 1,800.00	\$ 14,400.00	\$ 1,342.79	\$ 10,742.32
17	A	PVC Sanitary Sewer Pipe 24 In. Diam.	1,125	LF	\$ 80.00	\$ 90,000.00	\$ 182.00	\$ 204,750.00	\$ 178.00	\$ 200,250.00	\$ 176.33	\$ 198,371.25
18	A	PVC Sanitary Sewer Pipe 21 In. Diam.	5	LF	\$ 200.00	\$ 1,000.00	\$ 458.00	\$ 2,290.00	\$ 626.00	\$ 3,130.00	\$ 636.79	\$ 3,183.95
19	A	PVC Sanitary Sewer Pipe 18 In. Diam.	810	LF	\$ 70.00	\$ 56,700.00	\$ 142.00	\$ 115,020.00	\$ 124.00	\$ 100,440.00	\$ 131.06	\$ 106,158.60
20	A	PVC Sanitary Sewer Pipe 15 In. Diam.	1,780	LF	\$ 63.00	\$ 112,140.00	\$ 120.00	\$ 213,600.00	\$ 113.00	\$ 201,140.00	\$ 123.72	\$ 220,221.60
21	A	PVC Sanitary Sewer Pipe 12 In. Diam.	1,360	LF	\$ 58.00	\$ 78,880.00	\$ 102.00	\$ 138,720.00	\$ 90.50	\$ 123,080.00	\$ 110.06	\$ 149,681.60
22	A	PVC Sanitary Sewer Pipe 10 In. Diam.	30	LF	\$ 100.00	\$ 3,000.00	\$ 149.00	\$ 4,470.00	\$ 95.00	\$ 2,850.00	\$ 156.65	\$ 4,699.50
23	A	PVC Sanitary Sewer Pipe 8 In. Diam.	35	LF	\$ 80.00	\$ 2,800.00	\$ 133.00	\$ 4,655.00	\$ 120.00	\$ 4,200.00	\$ 125.58	\$ 4,395.30
24	A	PVC Sanitary Sewer Pipe 6 In. Diam.	10	LF	\$ 130.00	\$ 1,300.00	\$ 192.00	\$ 1,920.00	\$ 200.00	\$ 2,000.00	\$ 235.36	\$ 2,353.60
25	A	PVC Sanitary Sewer Pipe 4 In. Diam.	5	LF	\$ 150.00	\$ 750.00	\$ 107.00	\$ 535.00	\$ 100.00	\$ 500.00	\$ 154.09	\$ 770.45
26	A	Sanitary Sewer Bypass	1	LS	\$ 155,000.00	\$ 155,000.00	\$ 34,483.00	\$ 34,483.00	\$ 84,500.00	\$ 84,500.00	\$ 71,751.32	\$ 71,751.32
27	A	Inlet Protection	42	EA	\$ 125.00	\$ 5,250.00	\$ 155.00	\$ 6,510.00	\$ 92.50	\$ 3,885.00	\$ 78.86	\$ 3,312.12
28	A	Silt Fence	830	LF	\$ 10.00	\$ 8,300.00	\$ 5.00	\$ 4,150.00	\$ 6.70	\$ 5,561.00	\$ 8.52	\$ 7,071.60
29	A	Landscape Restoration	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
30	A	Irrigation System	1	FA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
31	A	Cement Conc. Traffic Curb and Gutter	40	LF	\$ 80.00	\$ 3,200.00	\$ 85.00	\$ 3,400.00	\$ 50.00	\$ 2,000.00	\$ 58.03	\$ 2,321.20
32	A	Cement Conc. Sidewalk 4-Inch Thick	40	SY	\$ 120.00	\$ 4,800.00	\$ 100.00	\$ 4,000.00	\$ 78.50	\$ 3,140.00	\$ 85.93	\$ 3,437.20
33	A	Traffic Loops, Complete	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 11,000.00	\$ 11,000.00	\$ 14,500.00	\$ 14,500.00	\$ 12,186.77	\$ 12,186.77
34	A	Pavement Markings	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 21,799.00	\$ 21,799.00	\$ 25,400.00	\$ 25,400.00	\$ 22,856.83	\$ 22,856.83

BID SUMMARY							Bidder #1		Bidder #2		Bidder #3	
Owner: City of Selah Project: Wastewater Collection System Improvements HLA Project No.: 19027C Bid Opening Date: Tuesday, December 7, 2021							Bidsaas & Smith Construction, Inc. P.O Box 926 Ellensburg, WA 98926		Interwest Construction, Inc. 609 North Hill Blvd Burlington, WA 98233		Total Site Services, LLC 2780 Salk Ave Richland, WA 99354	
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE							
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
35	B	Minor Change	1	FA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
36	B	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 4,100.00	\$ 4,100.00	\$ 15,900.00	\$ 15,900.00	\$ 1,303.15	\$ 1,303.15
37	B	Project Temporary Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,461.00	\$ 1,461.00	\$ 5,800.00	\$ 5,800.00	\$ 1,250.28	\$ 1,250.28
38	B	Crushed Surfacing Top Course	25	TON	\$ 40.00	\$ 1,000.00	\$ 62.00	\$ 1,550.00	\$ 34.00	\$ 850.00	\$ 48.57	\$ 1,214.25
39	B	HMA Cl. 3/8-Inch PG 64H-28	9	TON	\$ 120.00	\$ 1,080.00	\$ 160.00	\$ 1,440.00	\$ 162.00	\$ 1,458.00	\$ 167.24	\$ 1,505.16
40	B	Shoring or Extra Excavation	52	LF	\$ 1.00	\$ 52.00	\$ 11.00	\$ 572.00	\$ 4.00	\$ 208.00	\$ 11.09	\$ 576.68
41	B	Select Backfill, as Directed	20	CY	\$ 40.00	\$ 800.00	\$ 61.00	\$ 1,220.00	\$ 34.00	\$ 680.00	\$ 77.94	\$ 1,558.80
42	B	D.I. Pipe for Water Main 6 In. Diam.	52	LF	\$ 120.00	\$ 6,240.00	\$ 116.00	\$ 6,032.00	\$ 147.00	\$ 7,644.00	\$ 98.38	\$ 5,115.76
43	B	Water Valve Box	1	EA	\$ 500.00	\$ 500.00	\$ 524.00	\$ 524.00	\$ 560.00	\$ 560.00	\$ 1,113.33	\$ 1,113.33
44	B	Hydrant Assembly	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 6,405.00	\$ 6,405.00	\$ 5,770.00	\$ 5,770.00	\$ 7,006.13	\$ 7,006.13
45	B	Cement Conc. Traffic Curb and Gutter	5	LF	\$ 80.00	\$ 400.00	\$ 105.00	\$ 525.00	\$ 51.00	\$ 255.00	\$ 234.30	\$ 1,171.50
Schedule A Bid Subtotal						\$ 1,634,680.00		\$ 1,711,637.00		\$ 1,899,766.00		\$ 1,935,915.77
8.3% Sales Tax - Schedule A						\$ 135,678.44		\$ 142,065.87		\$ 157,680.58		\$ 160,681.01
SCHEDULE A - TOTAL						\$ 1,770,358.44		\$ 1,853,702.87		\$ 2,057,446.58		\$ 2,096,596.78
Schedule B Bid Subtotal						\$ 19,072.00		\$ 24,829.00		\$ 40,125.00		\$ 22,815.04
8.3% Sales Tax - Schedule B						\$ 1,582.98		\$ 2,060.81		\$ 3,330.38		\$ 1,893.65
SCHEDULE B - TOTAL						\$ 20,654.98		\$ 26,889.81		\$ 43,455.38		\$ 24,708.69
BID TOTAL						\$ 1,791,013.42		\$ 1,880,592.68		\$ 2,100,901.96		\$ 2,121,305.47
ENGINEER'S REPORT							ADDITIONAL BID TOTALS					
Competitive bids were opened December 7, 2021. All bids have been reviewed by this office. We recommend the contract be awarded to: Belsaas & Smith Construction, Inc.							BIDDER				BID TOTAL	
_____ Project Engineer							_____ Date					
												
*Bid results can be found at: hlacivil.com							*Highlighted amounts have been corrected.					

BELSAAS & SMITH CONSTRUCTION, INC.
 General Contractor Since 1960... Over 55 Years of Contracting and Construction Experience
Current & Recent Major Project Listing

pg 3-11

% COMP	START DATE	COMP. DATE	Prime /Sub	PW/ Priv	PROJECT NAME / NO.	CATEGORIES OF WORK	CONTRACT AMOUNT	OWNER, CONTACT NAME, PHONE, ADDRESS	GC, ENGINEER, CONTACT NAME, PHONE, ADDRESS
			Prime	PW					
100%	11/20/2020	4/1/2021	Prime	PW	Cle Elum Roslyn School District Transportation Facility	Construction of a new 22,800 sf metal building with bus parking and maintenance areas and office areas. All new construction including site work, paved entry and parking areas, fencing, complete building construction	\$ 3,939,073.00	Cle Elum Roslyn School Dist. 509-649-4850 2690 SR 903, Cle Elum, WA 98922	Cle Elum Roslyn School Dist. 509-649-4850 2690 SR 903, Cle Elum, WA 98922
100%	9/11/2020	10/22/2020	Prime	PW	Coleman Creek Culvert Replacement' Project No. RC1990, CRP No. 299-19	Stream diversion, demo existing culverts, traffic control, CIP foundation construction for bridge, set and install precast bridge girders, mass excavation, gravel surfacing, asphalt paving, striping, stream restoration and plantings	\$ 793,810.00	Kittitas County Public Works (Mark Cook) 509-962-7542, 925 Industrial Way, Ellensburg, WA 98926	Kittitas County Public Works (Mark Cook) 509-962-7542, 925 Industrial Way, Ellensburg, WA 98926
99%	11/1/2020	4/30/2021	Prime	PW	33-SBC-1004 'South Branch Canal Improvements'	Installation of 2100' of 84" welded HDPE pipeline, CIP control structures and precast turnout structures, mass excavation, creek protection, inlet & outlet structures, telemetry meters, mass excavation and sloping, and other restoration work.	\$ 2,019,000.00	Kittitas Reclamation District, (Kevin Eslinger) 509-925-6158, P.O. Box 276 Ellensburg, WA 98926	Jacobs Engineering (David Allison), 425-233-3051
100%	11/1/2019	4/30/2020	Prime	PW	33-NBC-1004 'North Branch Canal Lining	Installation of 2000' of cast in place concrete canal lining over heavy non-permeable fabric, CIP control structures and precast turnout structures, mass excavation, creek protection, inlet & outlet structures, gravel service road, mass excavation and sloping, and other restoration work.	\$ 1,191,540.00	Kittitas Reclamation District, (Kevin Eslinger) 509-925-6158, P.O. Box 276 Ellensburg, WA 98926	Jacobs Engineering (David Allison), 425-233-3051
100%	5/13/2020	3/19/2021	Prime	PW	2020 Residential Sidewalk Repair Program	Various sidewalk demolition and repair. Curbs and asphalt patching. Traffic control. Glass in the Bus Shelters	\$ 519,394.47	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962- 7127, 501 N Anderson St., Ellensburg 98926	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962- 7127, 501 N Anderson St., Ellensburg 98926
100%	2/28/2020	9/9/2020	Prime	PW	Willow Street Improvements Project' Fed Aid #STPUS-9919(003)	Installation and repair of underground utilities: sewermain, watermain, stormdrain, gas and electrical. Street lighting, sidewalks, concrete curbing, asphalt paving, traffic control, mass excavation and grading, gravel surfacing. Various other landscaping and restoration items.	\$ 1,239,275.00	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962- 7127, 501 N Anderson St., Ellensburg 98926	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962- 7127, 501 N Anderson St., Ellensburg 98926
100%	6/23/2020	10/30/2020	Prime	PW	Fair Ave Sanitary Sewer Replacement	Replacement of existing sewer main and services. Sewer main replaced by pipe bursting method with new manholes and service tie ins. Excavation, traffic control, gravel surfacing, asphalt paving, concrete curb and sidewalks, striping, sewer bypass.	\$ 728,095.00	City of Yakima, (Brett Sheffield) 509-575-6674, 129 N 2nd St., Yakima, WA 98901	Huibregtse, Louman, Associates, Inc., (Terry Alpitrì), 509-966- 7000

% COMP	START DATE	COMP. DATE	Prime /Sub	PW/ Priv	PROJECT NAME / NO.	CATEGORIES OF WORK	CONTRACT AMOUNT	OWNER, CONTACT NAME, PHONE, ADDRESS	GC, ENGINEER, CONTACT NAME, PHONE, ADDRESS
100%	9/1/2020	10/1/2020	Prime	PW	University Way Sewer Repair	Repair and replace a portion of sewer main, manhole and services below improved streets. Sewer installation and various surface repairs.	\$ 34,964.00	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926
100%	8/1/2020	8/30/2020	Prime	PW	KVH Cle Elum Ambulance Garage Clearing	Logged, cleared & grubbed a 5 acres forested site for future development. Logs salvaged and re-used with rootwads in habitat projects	\$ 41,470.00	Kittitas Valley Community Hospital (Ron Urlacher), 509-962-9841, 603 S Chestnut St, Ellensburg, WA 98926	Kittitas Valley Community Hospital (Ron Urlacher), 509-962-9841, 603 S Chestnut St, Ellensburg, WA 98926
100%	7/5/2020	8/5/2020	Prime	PW	SR903 and Stafford Street Sidewalk Improvements	Sidewalk, road and drainage improvements to intersection in downtown Cle Elum. Demolition, traffic control, concrete curbs & sidewalks, street lighting, road improvements	\$ 259,682.00	City of Cle Elum (), 509-674-2262, Fax: 509-674-4097, 119 W. 1st St., Cle Elum, 98922	Huibregtse, Louman, Associates, Inc., (Terry Alpitri), 509-966-7000
100%	4/8/2020	5/1/2020	Prime	PW	Wanapum Right Bank Slope Stabilization 330-09700	Provide and place 4000 tons of large boulder rip rap along the shore of the Columbia River, below Wanapum Dam. Excavation and rip rap placement.	\$ 341,000.00	Grant County PUD (Jay Taylor) 509-754-0500, Fax: 509-754-5074, 15655 Wanapum Village Way, Beverly, WA 99321	Grant County PUD (Jay Taylor) 509-754-0500, Fax: 509-754-5074, 15655 Wanapum Village Way, Beverly, WA 99321
100%	7/6/2019	8/1/2019	Prime	Priv	Whiskey Creek Culvert Replacement on Bender Rd.	Replaced existing 54" road culvert with a 25' span box culvert over a fish protected creek. Stream diversion, demolition, traffic control, precast bridge installation, welding, grouting, excavation, gravel surfacing, asphalt paving.	\$ 196,808.00	DR Horton, (Jason Hancock) 425-315-3735, 12910 Totem Lake Blvd NE, Suite 220, Kirkland, WA 98034	DR Horton, (Jason Hancock) 425-315-3735, 12910 Totem Lake Blvd NE, Suite 220, Kirkland, WA 98034
100%	6/1/2019	11/1/2019	Prime	PW	CWU - Health Science Bldg Phase 1, Hertz Hall Demo & Site Work	Demolition of a 45,000sf building; rebuilding the site to grade for new building construction; re-routing utilities to facilitate new construction.	\$ 1,812,969.00	Central Washington University, (Eric Fraley), 509-963-1120, 400 E University Way, Ellensburg, WA 98926	Central Washington University, (Eric Fraley), 509-963-1120, 400 E University Way, Ellensburg, WA 98926
100%	3/1/2019	6/10/2019	Prime	PW	Bloom Pavilion Renovation	Minor renovation of livestock barn at fairgrounds, including fire sprinklers, HVAC, concrete steps, surfacing improvements and other improvements	\$ 378,049.00	Kittitas County Solid Waste (Patti Johnson) 509-962-7542, Fax: 509-962-7087, 925 Industrial Way, Ellensburg, WA 98926	ARC Architects, 206-322-3322, Fax: 206-322-9323 1101 E Pike St. Seattle, WA 98122
100%	11/1/2018	11/1/2019	Prime	PW	University Way & Wildcat Way Intersection and Main St. Extension	Construction of new roadway to extend Main St, including utilities, sidewalks, storm drain facilities. Also, rebuild a major intersection in town to widen and include turn lanes.	\$ 2,160,162.00	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926
100%	7/15/2019	8/30/2019	Prime	PW	Pine Street Improvements	Improve roadway, storm drain and sidewalks for outdated intersection in downtown Cle Elum	\$ 253,035.00	City of Cle Elum (), 509-674-2262, Fax: 509-674-4097, 119 W. 1st St., Cle Elum, 98922	Huibregtse, Louman, Associates, Inc., (Terry Alpitri), 509-966-7000

% COMP	START DATE	COMP. DATE	Prime /Sub	PW/ Priv	PROJECT NAME / NO.	CATEGORIES OF WORK	CONTRACT AMOUNT	OWNER, CONTACT NAME, PHONE, ADDRESS	GC, ENGINEER, CONTACT NAME, PHONE, ADDRESS
100%	8/19/2019	12/7/2019	Prime	PW	19 Residential Sidewalk Repair Program	Various sidewalk demolition and repair. Curbs and asphalt patching. Traffic control.	\$ 277,365.08	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926
100%	5/1/2019	9/1/2019	Prime	PW	John Wayne Trail Reconnect Section	Construction of an 8' wide walking trail in town near campus, including; excavation, gravel surfacing, paving, landscaping, fencing and other road repairs.	\$ 343,208.00	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926
100%	9/15/2019	10/30/2019	Prime	Priv	Watermain for Fire Line and Service	Install 2500' of watermain and 3 fire hydrants to serve local hay press and barns.	\$ 121,290.00	Calaway Trading, 1900 Dolarway Rd, Ellensburg 98926	Calaway Trading, 1900 Dolarway Rd, Ellensburg 98926
100%	3/1/2018	9/1/2019	Sub	PW	CWU - New Residence Hall	Demolition of 2 large buildings, all site work at 10 acre site for new 300 room residence hall and dining hall. Utilities, roads, foundations, sidewalks, etc.	\$ 1,321,000.00	Central Washington University, (Eric Fraley), 509-963-1120, 400 E University Way, Ellensburg, WA 98926	Lydig Construction, 11001 E Montgomery Dr, Spokane, 99206. 509-534-0451
100%	11/1/2018	5/1/2019	Prime	PW	No. 6 Road Bridge	Installation of new 40' span roadway bridge. Concrete prestressed slab style bridge, CIP abutments, rebuilding surrounding roadway, retaining walls, guardrails, and culverts.	\$ 566,150.00	Kittitas County Public Works (Mark Cook) 509-962-7542, 925 Industrial Way, Ellensburg, WA 98926	Kittitas County Public Works (Mark Cook) 509-962-7542, 925 Industrial Way, Ellensburg, WA 98926
100%	9/1/2018	5/1/2019	Prime	PW	Manastash Rd Bridge	Installation of new 90' span roadway bridge. Required temp bridge to bypass traffic, stream bypass, stream work, concrete girder style bridge, CIP abutments, rebuilding surrounding roadway.	\$ 1,767,038.00	Kittitas County Public Works (Mark Cook) 509-962-7542, 925 Industrial Way, Ellensburg, WA 98926	Kittitas County Public Works (Mark Cook) 509-962-7542, 925 Industrial Way, Ellensburg, WA 98926
100%	5/1/2018	Anticipate 3/15/2019	Prime	PW	Union Gap Emergency Projects Sch A,B,C and Pump Station	Work to accommodate canal damaged at Rattlesnake Ridge Landslide. Installation of 36" mainline piping, 14" mainline piping, bore casing below highway, large pump station with 4 150hp pumps and associated electrical building and controls, 150hp booster pump station above, other site, canal and road work.	\$ 2,590,000.00	Union Gap Irrigation Distric, (Jim Doornick), 509-952-9033, 180 Clark Rd, Wapato	Jacobs Engineering (Ed Thomas), 509-967-7506
90%	4/1/2018	6/1/2019	Prime	PW	Central Apartments	All work to develop site to accommodate 10 large apartment buildings. Underground sewer, water, storm, utilities, foundations, roads, sidewalks, etc.	\$ 1,625,117.00	Lanzce G Douglas, Inc. (Mark), 509-483-6532, 1402 E Magnesium Rd, Suite 202	Lanzce G Douglas, Inc. (Mark), 509-483-6532, 1402 E Magnesium Rd, Suite 202
100%	3/1/2018	9/1/2018	Prime	PW	2018 Residential Sidewalk Repair Program	Various sidewalk demolition and repair. Curbs and asphalt patching. Traffic control.	\$ 83,124.00	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926
100%	3/1/2018	5/1/2018	Prime	PW	18th and Wildcat Way Duct & Vault	Installed large electrical underground conduit, duct system and vaults for future power.	\$ 98,831.00	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926

% COMP	START DATE	COMP. DATE	Prime /Sub	PW/ Priv	PROJECT NAME / NO.	CATEGORIES OF WORK	CONTRACT AMOUNT	OWNER, CONTACT NAME, PHONE, ADDRESS	GC, ENGINEER, CONTACT NAME, PHONE, ADDRESS
100%	8/1/2018	11/1/2018	Prime	PW	Wildcat Way & Dean Nicholson Blvd Pedestrian Improvements	Installed concrete pedestrian ramps, sidewalk improvements, and crosswalk warning lights at several locations on city streets.	\$ 130,150.00	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926	City of Ellensburg (Derek Mayo), 509-962-7230, Fax: 509-962-7127, 501 N Anderson St., Ellensburg 98926
100%	10/1/2018	12/1/2018	Prime	PW	University Way Bridge #88341 Repair	Repair concrete beams and deck to failing bridge over railroad. Concrete repair, guardrail repair, traffic control	\$ 239,116.00	Kittitas County Public Works (Mark Cook) 509-962-7542, 925 Industrial Way, Ellensburg, WA 98926	Kittitas County Public Works (Mark Cook) 509-962-7542, 925 Industrial Way, Ellensburg, WA 98926
100%	11/1/2018	12/1/2018	Prime	PW	Runway 7-25 Pavement Break: AIP No.3-S3-0026-014-2018	Grind and reclaim existing airport runway. Asphalt grinding, excavation, erosion control, air-traffic control, runway safety	\$ 154,799.00	Kittitas County Public Works (Mark Cook) 509-962-7542, 925 Industrial Way, Ellensburg, WA 98926	Kittitas County Public Works (Mark Cook) 509-962-7542, 925 Industrial Way, Ellensburg, WA 98926
100%	4/1/2018	9/1/2018	Prime	Priv	River Ridge Development Phase 1	All work to develop new building lots in an undeveloped forest area. Logging, grubbing, mass ex, underground sewer, water, storm, electrical, utilities, gravel roads, paving	\$ 1,290,000.00	Suncadia LLC (Cape Powers) 509-649-3906, 770 Suncadia Trail, Cle Elum, WA 98922	Suncadia LLC (Cape Powers) 509-649-3906, 770 Suncadia Trail, Cle Elum, WA 98922
100%	8/8/2016	7/31/2018	Prime	PRIV	Suncadia, Nelson Farm Pool. Check-In, Food & Beverage Building	Mass excavation for construction of new aquatic center including check-in and food & beverage building. Install water, storm & sewer system w/lift station. Prep & install roadway, HMA, sidewalk, curb & gutter. Prep interior aquatic center footprint, includes pool decking, drains, trench for electrical & pool piping system, boiler system. Landscaping, irrigation system, fencing, signage, bicycle rack, parking area, concrete pavers.	Time & Material aprox \$3,600,000.00	Suncadia LLC (Cape Powers) 509-649-3906, 770 Suncadia Trail, Cle Elum, WA 98922	Suncadia LLC (Cape Powers) 509-649-3906, 770 Suncadia Trail, Cle Elum, WA 98922
100%	7/18/2016	6/1/2018	Sub	PW	Ellensburg Middle School Modernization & Addition	Mass demolition & haulout of building, concrete, sod, asphalt & trees. Mass excavation for footings & backfill. Prep & install curb & gutter, ramps & sidewalks. Install & tie-in storm, sewer, water & gas piping, including vaults & meters. Irrigation piping. Excavation & prep for building slab and HMA.	\$1,074,235.00	Ellensburg School Dist. #401 509-925-8000 1300 E. 3rd Ave., Ellensburg, WA 98926	Graham Construcion Inc. (Mike McKenna) 509-534-1030. 331 N. Fancher Rd., Spokane, WA 99212
100%	5/1/2017	5/26/2017	Prime	PW	City of Cle Elum Downtown Restrooms	Repair interior of existing restroom, replace toilet partitions and fixtures. Oversee electrical and plumbing sub contractors.	\$ 33,370.00	City of Cle Elum (Jim Leonard), 509-674-2262, Fax: 509-674-4097, 119 W. 1st St., Cle Elum, 98922	City of Cle Elum (Jim Leonard), 509-674-2262, Fax: 509-674-4097, 119 W. 1st St., Cle Elum, 98922
100%	1/1/2017	12/31/2017	Prime	Priv	Westside Ditch, Canal Structure & Repair Project	Remove and replace existing structures in canal. Clean debris from canal, repair holes in ditchbank, repair access road. Emergency work throughtout the year	\$ 120,000.00	Westside Irrigation Company, Kirk Riegal, 509-962-4988, 3571 Umptanum Rd, Ellensburg, WA 98926	Design Build, Belsaas & Smith
100%	5/15/2017	6/15/2017	Prime	Priv	Suncadia-Sales Center HVAC Upgrades	Replace existing HVAC system. Work includes repairing roof, insulation, electrical & carpentry.	\$ 38,583.00	Suncadia LLC (Cape Powers) 509-649-3906, 770 Suncadia Trail, Cle Elum, WA 98922	Suncadia LLC (Cape Powers) 509-649-3906, 770 Suncadia Trail, Cle Elum, WA 98922
100%	3/1/2017	5/31/2017	Sub	PW	CWU-Old Heat Bldg	Demolition of existing concrete sidewalks, excavation and prep for new sidewalks. Install sanitary sewer, demo and replace chilled waterline.	\$ 134,310.00	Central Washington University, (Eric Fraley), 509-963-1120, 400 E University Way, Ellensburg, WA 98926	Lydig Construction, 11001 E Montgomery Dr, Spokane, 99206. 509-534-0451



Selah City Council

AGENDA ITEM SUMMARY

Meeting Date: 12/14/2021

Agenda Number: N-7

Action Item

Title: Resolution Authorizing the Mayor to Sign an Updated Section 125 Cafeteria Plan

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: To approve the attached Resolution in the form presented

Board/Commission Recommendation: Not Applicable

Fiscal Impact: The City and employees will continue to save payroll fringe benefit costs (Social Security) and the employee will have reduced Federal Income Tax on eligible voluntary insurance coverage paid by the employee.

Funding Source: Not Applicable

Background/Findings/Facts: In accordance with the Internal Revenue Code (IRC) the City is required to maintain a Section 125 Cafeteria Plan in order to receive exemption from taxes on eligible voluntary insurance coverage

Recommended Motion: I move to approve the Resolution authorizing the Mayor to sign an updated Section 125 Cafeteria Plan.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

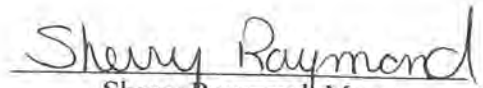
RESOLUTION NO. 2886

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN UPDATED SECTION
125 CAFETERIA PLAN**

WHEREAS, the City of Selah wishes to continue to provide its employees with a Section 125 Cafeteria plan for health and disability premiums;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign an updated Section 125 Cafeteria Plan and that the employees be provided with a copy of the summary description of the Plan in the form of the Summary Plan Description, attached hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 14th day of December 2021.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk Treasurer


Rob Case, City Attorney

**CITY OF SELAH
PREMIUM ONLY PLAN**

TABLE OF CONTENTS

COMPANY INFORMATION	1
PLAN INFORMATION.....	1
A. GENERAL INFORMATION AND DEFINITIONS.....	1
B. ELIGIBILITY.....	2
Eligible Employees	2
Excluded Employees.....	2
Leave of Absence.....	2
Termination of Participation	3
Reemployment	3
C. PARTICIPATION ELECTIONS.....	3
Failure to Elect (Default Elections).....	3
Change in Status.....	3
D. PREMIUM CONVERSION ACCOUNT.....	4
Enrollment.....	4
Contributions.....	4
E. MISCELLANEOUS	4
Plan Administrator Information	4
SECTION F. EXECUTION PAGE.....	5

**ADOPTION AGREEMENT
PREMIUM-ONLY PLAN**

The undersigned plan sponsor hereby adopts this Plan. The Plan is intended to qualify as a cafeteria plan under Code section 125. The Plan shall consist of this Adoption Agreement, Basic Plan Document #101 and any related Appendices and Addenda to this Adoption Agreement. Unless otherwise indicated, all Section references are to Sections of Basic Plan Document #101.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): City of Selah
2. Address: 115 W. Naches Avenue
3. City: Selah
4. State: WA
5. Zip: 98942
6. Phone number: 509-698-7334
7. Fax number: 509-698-7338
8. Plan Sponsor EIN: 91-6001501
9. Plan Sponsor fiscal year end: 09/30
10. Entity Type:
 - a. Plan Sponsor entity type:
 - i. C Corporation
 - ii. S Corporation
 - iii. Non-Profit Organization
 - iv. Partnership
 - v. Limited Liability Company
 - vi. Limited Liability Partnership
 - vii. Sole Proprietorship
 - viii. Union
 - ix. Government Agency
 - x. Other: _____
 - xi. If "Union"(10a.viii) is selected, enter name of the representative of the parties who established or maintain the Plan: _____
11. State of organization of Plan Sponsor: Washington
NOTE: If state law requires written document language regarding benefits herein, add language to Addendum.
12. **Controlled Groups/Affiliated Service Groups**
 - a. The Plan Sponsor is a member of an affiliated service group. List all members of the group (other than the Plan Sponsor): _____
 - b. The Plan Sponsor is a member of a controlled group. List all members of the group (other than the Plan Sponsor): _____*NOTE: Affiliated service group members and controlled group members may adopt the Plan with the approval of the Plan Sponsor.*
NOTE: Listing affiliated service group members and controlled group members is for information purposes only and is optional. Participating Employers in the Plan are listed in Addendum.

PLAN INFORMATION

A. GENERAL INFORMATION AND DEFINITIONS

1. Plan Number: 520
2. Plan Name:
 - a. City of Selah
 - b. Premium Only Plan
3. Effective Date: 09/01/2005

A. GENERAL INFORMATION and DEFINITIONS

- a. Is this a restatement of a previously-adopted plan?
- b. Effective date of Plan restatement: 10/01/2021 ("Restatement Date")
- 4. **Plan Year**
 - a. Plan Years mean each 12-consecutive month period ending on 09/30 (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year shall be placed in the Addendum to the Adoption Agreement.
 - b. The Plan has a short plan year. The short plan year begins _____ and ends on _____.

B. ELIGIBILITY

Eligible Employees - In addition to meeting the eligibility requirements under the applicable insurance contract Employees must also meet the following requirements:

- 1. Minimum age requirement for an Employee to become an Eligible Employee: None.
- 2a. An Employee must complete the following service requirements to become an Eligible Employee on the date set forth in B.2b:
 - i. None
 - ii. Completion of _____ hours of service.
 - iii. Completion of _____ days of service.
 - iv. Completion of _____ months of service.
 - v. Completion of _____ years of service.

NOTE: If the Plan is a simple cafeteria plan under Article 12, B.2 may not exceed 1,000 hours of service or one year of service.
- 2b. Effective Date of Eligibility. An Employee will become an Eligible Employee on the date below upon completing the age and service requirements in B.1 and B.2a:
 - i. An Employee shall become an Eligible Employee immediately upon completing the age and service requirements in B.1 and B.2a.
 - ii. first day of each calendar month.
 - iii. first day of each plan quarter.
 - iv. first day of the first month and seventh month of the Plan Year.
 - v. first day of the Plan Year.
- 2c. If eligibility is not immediate after meeting age and service requirements, an Employee shall become an Eligible Employee on the Eligibility Date in B.2b that is:
 - i. coincident with or next following the period in B.2b
 - ii. following the completion of the period in B.2b.
- 3. Describe any modifications to the eligibility rules specified in B.1 and B.2: _____

Excluded Employees

- 4. The term "Eligible Employee" shall not include:
 - a. **Union Employees.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining between employee representatives and the Employer, and if the collective bargaining agreement does not provide for participation in this Plan.
 - b. **Leased Employees.**
 - c. **Non-Resident Aliens.** Any Employee who is a non-resident alien described in Code section 410(b)(3)(C).
 - d. **Part-time Employees.** Any Employee who is expected to work fewer than _____ hours per week.
 - e. **Other.** _____ (any exclusion must satisfy Code section 125(g) and Prop. Reg. sec. 1.125-7(f)).
- 5. Describe any modifications to the definition of the term "Eligible Employee" for the specified Plan Benefit: _____

Leave of Absence

- 6. If a Participant takes an unpaid leave of absence under FMLA, the Participant may elect the following:
 - a. cease contributions under the Plan, which will be reinstated under the same terms upon the Participant's return from the FMLA leave of absence.
 - b. pre-pay, prior to commencement of the FMLA leave of absence period, the contributions due for the FMLA leave of absence period.

B. ELIGIBILITY

- c. contribute on the same schedule as payments would have been made if the Participant were not on a leave of absence or if contributions were being made under COBRA.
- d. to the extent agreed in advance, the Participant will repay amounts advanced by the Employer to the Plan on behalf of the Participant upon the Participant's return from the FMLA leave of absence.

NOTE: B.6b may only be elected together with B.6c or B.6d.

NOTE: B.6c must be elected if available for non-FMLA leave of absence.

NOTE: B.6d may only be elected together with B.6b or B.6c unless it is the only option available to Participants on a non-FMLA leave of absence.

- 7. If B.6a is selected, the Employer may recover the Participant's suspended contributions when the Participant returns to work from the FMLA leave of absence.
- 8. A Participant may elect to continue coverage under the Plan when on unpaid non-FMLA leave of absence.

Termination of Participation

- 9. If a Participant remains an Employee but is no longer an Eligible Employee, his or her participation in the Plan shall terminate:
 - a. on the date on which the Participant ceases to be an Eligible Employee
 - b. on the last day of the payroll period during which the Participant ceases to be an Eligible Employee
 - c. on the last day of the month during which the Participant ceases to be an Eligible Employee
 - d. on the last day of the Plan Year during which the Participant ceases to be an Eligible Employee
 - e. Other _____

Reemployment

- 10. If an Eligible Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee within 30 days after Termination:
 - a. the Plan Administrator shall automatically reinstate the Plan elections in effect at the time of Termination
 - b. the Eligible Employee shall not resume or become a Participant until the first day of the subsequent Plan Year
- 11. If an Eligible Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee more than 30 days after Termination:
 - a. the Plan Administrator shall automatically reinstate the Plan elections in effect at the time of Termination
 - b. the Eligible Employee shall not resume or become a Participant until the first day of the subsequent Plan Year
 - c. the Eligible Employee may elect to reinstate the Plan election in effect at the time of Termination or to make a new election under the Plan

C. PARTICIPATION ELECTIONS

Failure to Elect (Default Elections)

- 1. Prior Plan Year elections will automatically apply to the applicable Plan Year:
 - a. Yes
 - b. No

Change in Status

- 2. An Eligible Employee may change his or her election upon the following Change in Status events:
 - a. None
 - b. At any time permitted under Treas. Reg. section 1.125-4 and other times permitted by IRS guidance
 - c. Pursuant to Plan Administrator written procedures, which are incorporated herein by reference
 - d. Other: _____

D. PREMIUM CONVERSION ACCOUNT

1. Select the types of Contracts with respect to which a Participant may contribute under the Plan:
 - a. Employer Health
 - b. Employer Dental
 - c. Employer Vision
 - d. Employer Short-Term Disability
 - e. Employer Long-Term Disability
 - f. Employer Accidental Death & Dismemberment
 - g. COBRA continuation coverage under the Employer group health plan
 - h. Other Cancer Policy

Enrollment

2. All Employees will automatically be enrolled in the Premium Conversion Account upon their date of hire and will be deemed to have elected to contribute the entire amount of any premiums payable by the Employee during the Plan Year for participation in Employer-sponsored Contract(s).
NOTE: If D.2 is not selected, Eligible Employees may only elect to participate in the Premium Conversion Account pursuant to Section 4.01(c) and Section 4.02 of the Plan.

Contributions

3. Participant elections will be automatically adjusted for changes in the cost of Employer-sponsored Contracts pursuant to the terms of Treas. Reg. 1.125-4.

E. MISCELLANEOUS

Plan Administrator Information

1. **Plan Administrator.**
 - a. Plan Sponsor
 - b. Committee appointed by Plan Sponsor
 - c. Other: _____
2. **Indemnification.** Type of indemnification for the Plan Administrator:
 - a. None - the Company will not indemnify the Plan Administrator.
 - b. Standard as provided in Section 7.02.
 - c. Custom. (If I.2c (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.)
3. **Governing Law.** The following state's law shall govern the terms of the Plan to the extent not pre-empted by Federal law: Washington
4. **Participating Employers.** Additional participating employers may be specified in an addendum to the Adoption Agreement.

SECTION F. EXECUTION PAGE

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #101 and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this 14 day of DECEMBER, 2021.

CITY OF SELAH:

Signature: Sherry Raymond

Print Name: SHERRY RAYMOND

Title/Position: MAYOR

BASIC PLAN DOCUMENT #101

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**TPSC
TABLE OF CONTENTS**

ARTICLE 1. INTRODUCTION	1
Section 1.01 Plan.....	1
Section 1.02 Application of Plan.....	1
ARTICLE 2. DEFINITIONS.....	1
ARTICLE 3. ELIGIBILITY	3
Section 3.01 Eligible Employees.....	3
Section 3.02 Ineligible Employees.....	3
Section 3.03 Leave of Absence.....	3
Section 3.04 Termination of Participation.....	3
Section 3.05 Termination of Employment.....	3
Section 3.06 Reemployment.....	3
ARTICLE 4. PARTICIPATION	4
Section 4.01 Election to Participate.....	4
Section 4.02 Mid-year Election Changes.....	4
ARTICLE 5. PREMIUM CONVERSION ACCOUNT	6
Section 5.01 In General.....	6
Section 5.02 Contributions.....	6
Section 5.03 Eligible Expenses.....	6
ARTICLE 6. NONDISCRIMINATION.....	7
Section 6.01 Nondiscrimination.....	7
Section 6.02 Adjustments.....	7
ARTICLE 7. PLAN ADMINISTRATION.....	7
Section 7.01 Plan Administrator.....	7
Section 7.02 Indemnification.....	8
ARTICLE 8. AMENDMENT AND TERMINATION.....	8
Section 8.01 Amendment.....	8
Section 8.02 Termination.....	8
ARTICLE 9. MISCELLANEOUS	8
Section 9.01 Nonalienation of Benefits.....	8
Section 9.02 No Right to Employment.....	8
Section 9.03 No Funding Required.....	8
Section 9.04 Claims.....	9
Section 9.05 Refunds/Indemnification.....	9
Section 9.06 Medical Child Support Orders.....	9
Section 9.07 Governing Law.....	9
Section 9.08 Tax Effect.....	9
Section 9.09 Severability of Provisions.....	9
Section 9.10 Headings and Captions.....	9
Section 9.11 Gender and Number.....	9
Section 9.12 Transfers.....	9
Section 9.13 Conflicts.....	9

ARTICLE 1. INTRODUCTION

Section 1.01 PLAN

This document ("Basic Plan Document") and its related Adoption Agreement are intended to qualify as a premium-only plan within the meaning of Code section 125 providing for the pre-tax payment of premiums for accident and health insurance.

Section 1.02 APPLICATION OF PLAN

Except as otherwise specifically provided herein, the provisions of this Plan shall apply to those individuals who are Eligible Employees of the Employer on or after the Effective Date. The rights and benefits, if any, of former Eligible Employees of the Employer whose employment terminated prior to the Effective Date shall be determined under the provisions of the Plan as in effect from time to time prior to that date.

ARTICLE 2. DEFINITIONS

Adoption Agreement means

the document executed in conjunction with this Basic Plan Document that contains the optional features selected by the Plan Sponsor.

Affiliate means

the Plan Sponsor or any other employer required to be aggregated with the Plan Sponsor under Code sections 414(b), (c), (m) or (o); provided, however, that "Affiliate" shall not include any entity or unincorporated trade or business prior to the date on which such entity, trade or business satisfies the affiliation or control tests described above.

COBRA means

the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Code means

the Internal Revenue Code of 1986, as amended from time to time.

Compensation means

the cash wages or salary paid to a Participant.

Contract means

an insurance policy, contract or self-funded arrangement under which a Participant is eligible to receive employer-provided accident or health benefits. "Contract" shall not include any product which is advertised, marketed, or offered as long-term care insurance. "Contract" shall not include any qualified health plan (as defined in section 1301(a) of the Patient Protection and Affordable Care Act) offered through an exchange established under section 1311 of such Act unless the Employer is a qualified employer (as defined in section 1312(f)(2) of the Patient Protection and Affordable Care Act) offering the Employee the opportunity to enroll through such exchange in a qualified health plan in a group market.

Dependent means

an individual who qualifies as a dependent of a Participant under Code section 152 (as modified by Code section 105(b)). "Dependent" does not include any individual who is not a dependent under the underlying Contract.

Effective Date shall have the meaning

set forth in Part A of the Adoption Agreement, provided that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.

Eligible Employee means

any Employee employed by an Employer and who meets the eligibility requirements under the applicable insurance contract, subject to the modifications and exclusions described in the Adoption Agreement. If an individual is subsequently reclassified as, or determined to be, an

ARTICLE 2. DEFINITIONS

Employee by a court, the Internal Revenue Service or any other governmental agency or authority, or if the Employer is required to reclassify such individual an Employee as a result of such reclassification determination (including any reclassification by the Employer in settlement of any claim or action relating to such individual's employment status), such individual shall not become an Eligible Employee by reason of such reclassification or determination.

An individual who becomes employed by an Employer in a transaction between the Employer and another entity that is a stock or asset acquisition, merger, or other similar transaction involving a change in the employer of the employees of the other entity shall not become eligible to participate in the Plan until the Employer or Plan Sponsor specifically authorizes such participation.

Employee means

any individual who is a common-law employee of an Employer, a leased employee as described in Code section 414(n), or full-time life insurance salesman as defined in Code section 7701(a)(20). The term "Employee" shall not include: (i) a self-employed individual (including a partner) as defined in Code section 401(c), or (ii) any person who owns (or is considered as owning within the meaning of Code section 318) more than 2 percent of the outstanding stock or combined voting power of an S corporation.

Employer means

the Plan Sponsor and any other entity that has adopted the Plan with the approval of the Plan Sponsor.

FMLA means

the Family and Medical Leave Act of 1993, as amended from time to time.

Highly Compensated Individual means

an individual within the meaning of Code section 105(h)(5).

HIPAA means

the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

Leased Employee means

an Employee described in Code section 414(n)(2).

Participant means

an Eligible Employee who participates in the Plan in accordance with Articles 3 and 4.

Plan means

the plan as identified in Part A.2 of the Adoption Agreement and as described in this Basic Plan Document and Adoption Agreement.

Plan Administrator means

the person(s) designated pursuant to the Adoption Agreement and Section 7.01.

Plan Sponsor means

the entity described in the Adoption Agreement that maintains the Plan.

Plan Year means

the 12-consecutive month period described in Part A of the Adoption Agreement.

Premium Conversion Account means

the bookkeeping balance of account established with respect to the Participant's election to contribute to Contract premiums under the Plan pursuant to Article 5.

Restatement Date shall have the meaning

set forth in Part A of the Adoption Agreement.

Salary Reduction Agreement means

the agreement pursuant to which an Eligible Employee elects to reduce his or her Compensation and instead contribute to the Premium Conversion Account under the Plan.

Termination and Termination of Employment means any absence from service that ends the employment of an Employee with the Employer.

ARTICLE 3. ELIGIBILITY

Section 3.01 ELIGIBLE EMPLOYEES

An Eligible Employee is an Employee who meets the age and service requirements set forth in the Adoption Agreement and who is not excluded pursuant to Section 3.02 or the Adoption Agreement. An Eligible Employee may elect to participate in the Plan in accordance with Article 4.

Eligible Employees who were eligible to participate in the Plan immediately prior to the Restatement Date, if applicable, shall be eligible to participate in the Plan on the Effective Date.

Section 3.02 INELIGIBLE EMPLOYEES

Notwithstanding anything herein to the contrary but except as provided in Section 5.01, the Employees identified in the Adoption Agreement as not Eligible Employees may not participate in any Benefit under the Plan.

Section 3.03 LEAVE OF ABSENCE

- (a) *FMLA Leave of Absence.* If a Participant takes a leave of absence under FMLA, the Participant shall be entitled to continue to participate in the Plan for payment of premiums applicable to health care. A Participant may also elect to revoke coverage during an unpaid FMLA leave of absence or continue coverage but discontinue contributions for the period of the FMLA leave of absence, as set forth in the Adoption Agreement. If a Participant elects to revoke coverage during the unpaid FMLA leave of absence, the coverage will be reinstated under the same terms upon the Participant's return from the FMLA leave of absence.
- (b) *Non-FMLA Leave of Absence.* If a Participant takes an unpaid leave of absence other than under FMLA, the Participant shall not be entitled to continue to participate in the Plan except to the extent provided in the Adoption Agreement or in accordance with the Employer's established policy when an Employee is on non-FMLA leave.
- (c) *USERRA.* If a Participant is on a leave of absence in the uniformed services under the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Participant shall be entitled to elect to continue participation in the Plan for the lesser of (i) 24 months, beginning on the date the Participant's absence began and (ii) the date the Participant fails to apply for or return to employment with the Employer, as determined under USERRA.
- (d) *Applicable State Law.* The Plan Administrator shall permit a Participant to continue participation in the Plan as required under any applicable state law to the extent that such law is not pre-empted by federal law.
- (e) *Paid Leave of Absence.* A Participant shall not be entitled to revoke participation in the Plan during a paid leave of absence except in accordance with Article 4.

Section 3.04 TERMINATION OF PARTICIPATION

If a Participant remains an Employee but is no longer an Eligible Employee (e.g., due to a change in job classification), his or her participation in the Plan shall terminate on the date on which the Participant ceases to be an Eligible Employee, unless provided otherwise herein or in the Adoption Agreement. Should such Employee again qualify as an Eligible Employee, he or she shall be eligible to participate in the Plan as of the first day of the subsequent Plan Year, unless earlier participation is required by applicable law or permitted pursuant to Section 4.02.

Section 3.05 TERMINATION OF EMPLOYMENT

Upon a Participant's Termination of Employment, the Participant's contributions to the Premium Conversion Account will cease, except with respect to contributions for COBRA continuation coverage under the Employer-sponsored Contract, if applicable. Coverage under the applicable Contract may continue in accordance with the terms of the Contract for the remainder of the period of coverage with respect to which the required Contract premium has been paid.

Section 3.06 REEMPLOYMENT

- (a) Except as otherwise provided in the Adoption Agreement, the Plan Administrator shall automatically reinstate an Eligible Employee's election who is rehired by an Employer within 30 days of a Termination. If an Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee more than 30 days following the date of Termination, the Plan Administrator may allow the Eligible Employee to elect to reinstate the Plan election that was in effect at the time of Termination or to make a new election under the Plan, unless otherwise provided herein or in the Adoption Agreement.
- (b) *Ineligible Employees.* An Employee who has a Termination of Employment and who is subsequently reemployed by the Employer but is not an Eligible Employee shall be eligible to participate on the date the individual becomes an Eligible Employee and, at that time, may elect to participate in the Plan in accordance with Article 4.

ARTICLE 4. PARTICIPATION

Section 4.01 ELECTION TO PARTICIPATE

- (a) *Elections to Participate.* The Plan Administrator shall prescribe such forms, adopt such procedures, and require such data from an Eligible Employee as are reasonably required and permitted under applicable law to enroll the Eligible Employee in the Plan or to effectuate any elections made pursuant to this Article 4.
- (b) *New Employees.* To the extent provided in the Adoption Agreement, all Employees will automatically be enrolled in the Premium Conversion Account upon their date of hire and will be deemed to have elected to contribute the entire amount of any premiums payable by the Employee during the Plan Year for participation in Employer-sponsored Contract(s).
An Eligible Employee may elect to participate or not to participate in the Plan during the period established by the Plan Administrator, which shall be no longer than 30 days after the date the Eligible Employee becomes an Employee. The election will be effective as of the Employee's hire date; provided, however, that amounts used to pay for such election must be made from Compensation not yet currently available on the date of the election.
- (c) *Continuing Eligible Employees.* An Eligible Employee may elect to enroll in the Plan or to modify or revoke his or her election during the period established by the Plan Administrator that precedes the Plan Year for which the election will be effective.
- (d) *Failure to Elect.* If an Eligible Employee fails to submit a Salary Reduction Agreement in accordance with the procedures adopted by the Plan Administrator, the Eligible Employee's election to contribute to the Premium Conversion Account for the immediately preceding Plan Year will apply to the applicable Plan Year, unless the Adoption Agreement provides otherwise. An Eligible Employee who affirmatively elected not to participate in the Premium Conversion Account for the Plan Year with respect to Employer-sponsored Contracts will not be enrolled in the Premium Conversion Account for any Plan Year until he or she affirmatively elects to participate in the Premium Conversion Account with respect to Employer-sponsored Contract in accordance with Article 4.

Section 4.02 MID-YEAR ELECTION CHANGES

An Eligible Employee's election to participate in the Plan is irrevocable during the Plan Year, except that an Eligible Employee may change his or her election during the Plan Year no later than the end of the 31-day period beginning on the date of a Change in Status (as defined below), unless provided otherwise in the Adoption Agreement. The election change must be on account of and correspond with a Change in Status that affects eligibility for coverage under the Plan.

A "Change in Status" means the following, to the extent provided in the Adoption Agreement:

- (a) *Legal Marital Status.* Events that change an Eligible Employee's legal marital status, including marriage, death of a spouse, divorce, legal separation, and annulment.
- (b) *Number of Dependents.* Events that change an Eligible Employee's number of Dependents, including birth, death, adoption, and placement for adoption.
- (c) *Employment Status.* Any of the following events that change the employment status of the Eligible Employee, the Eligible Employee's spouse, or the Eligible Employee's Dependent: a termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, and a change in worksite. In addition, if the eligibility conditions of the Plan or other employee benefit plan of the Employer of the Eligible Employee or the Eligible Employee's spouse or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the applicable plan, then that change constitutes a change in employment under this paragraph (c).
- (d) *Dependent satisfies or ceases to satisfy eligibility requirements.* Events that cause an Eligible Employee's Dependent to satisfy or cease to satisfy eligibility requirements for coverage on account of attainment of age, student status, or any similar circumstance.

- (e) *Residence.* A change in the place of residence of the Eligible Employee or the Eligible Employee's spouse or Dependent.
- (f) *COBRA.* If the Eligible Employee or the Eligible Employee's spouse or Dependent becomes eligible for continuation coverage under an Employer's group health plan as provided in Code section 4980B or any similar state law, the Eligible Employee may elect to increase contributions to his or her Premium Conversion Account under the Plan in order to pay for the continuation coverage.
- (g) *Court Order.* A judgment, decree, or other order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order as defined in Section 609 of the Employee Retirement Income Security Act of 1974, as amended) that requires accident or health coverage for an Eligible Employee's child or for a foster child who is a Dependent of the Employee. The Eligible Employee may change his or her election to provide coverage for the child if the order requires coverage for the child under the Plan and may cancel coverage under the Plan for the child if the order requires the Eligible Employee's spouse, former spouse, or other individual to provide coverage for the child, and that coverage is, in fact, provided.
- (h) *Entitlement to Medicare or Medicaid.* If an Eligible Employee or an Eligible Employee's spouse or Dependent who is enrolled in an Employer's accident or health plan becomes enrolled under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines), the Eligible Employee may make a prospective election change to cancel or reduce coverage of that Employee, spouse, or Dependent under the Employer-sponsored accident or health plan. In addition, if an Eligible Employee or an Eligible Employee's spouse or Dependent who has been enrolled in such coverage under Medicare or Medicaid loses eligibility for such coverage, the Eligible Employee may make a prospective election to commence or increase his or her coverage or the coverage of his or her spouse or Dependent, as applicable, under the Employer-sponsored accident or health plan.
- (i) *Significant Cost or Coverage Changes.*
 - (1) *Automatic Changes.* If the cost of an Employer-sponsored Contract premium increases (or decreases) during a period of coverage and, under the terms of the Contract, Eligible Employees are required to make a corresponding change in their payments, the Plan may, on a reasonable and consistent basis, automatically make a prospective increase (or decrease) in affected Eligible Employees' elective contributions for the Plan.
 - (2) *Significant Cost Changes.* If the cost charged to an Eligible Employee for a Contract benefits package option significantly increases or significantly decreases during a period of coverage, the Plan may permit the Eligible Employee to make a corresponding change in an election under the Plan. Changes that may be made include commencing participation in the Plan for the option with a decrease in cost, or, in the case of an increase in cost, revoking an election for that coverage and, in lieu thereof, either receiving on a prospective basis coverage under another benefits package option providing similar coverage or dropping coverage if no other benefits package option providing similar coverage is available. For example, if the cost of an indemnity option under an accident or health plan significantly increases during a period of coverage, Eligible Employees who are covered by the indemnity option may make a corresponding prospective increase in their payments or may instead elect to revoke their election for the indemnity option and, in lieu thereof, elect coverage under another benefits package option including an HMO option (or drop coverage under the accident or health plan if no other benefits package option is offered).

A cost increase or decrease refers to an increase or decrease in the amount of the elective contributions under the Plan, whether that increase or decrease results from an action taken by the Eligible Employee (such as switching between full-time and part-time status) or from an action taken by an Employer (such as reducing the amount of Employer contributions for a class of Eligible Employees).
- (j) *Significant Curtailment Without Loss of Coverage.* If an Eligible Employee or an Eligible Employee's spouse and/or Dependent has a significant curtailment of coverage under a Contract during a period of coverage that is not a loss of coverage as described in paragraph (l) of this section (for example, there is a significant increase in the deductible, the copay, or the out-of-pocket cost sharing limit under the Contract), the Eligible Employee may revoke his or her election for that coverage and, in lieu thereof, elect to receive on a prospective basis coverage under another benefits package option providing similar coverage.
- (k) *Significant Curtailment With Loss of Coverage.* If an Eligible Employee (or an Eligible Employee's spouse or Dependent) has a significant curtailment that is a loss of coverage, the Eligible Employee may revoke his or her election under the Plan and, in lieu thereof, elect either to receive on a prospective basis coverage under another benefits package option providing similar coverage or to drop coverage if no similar benefits package option is available. For purposes of this paragraph (l), a loss of coverage means:
 - (1) a complete loss of coverage under the benefits package option or other coverage option (including the elimination of a benefits package option, an HMO ceasing to be available in the area where the individual resides, or the individual losing all coverage under the option by reason of an overall lifetime or annual limitation);
 - (2) a substantial decrease in the medical care providers available under the Contract (such as a major hospital ceasing to be a member of a preferred provider network or a substantial decrease in the physicians participating in a preferred provider network or an HMO);
 - (3) a reduction in the benefits for a specific type of medical condition or treatment with respect to which the Eligible Employee or the Eligible Employee's spouse or Dependent is currently on a course of treatment; or
 - (4) any other similar fundamental loss of coverage as determined by the Plan Administrator's in its sole discretion.
- (l) *Addition or Improvement of a Benefits Package Option.* If a Contract adds a new benefits package option or other coverage option, or if

coverage under an existing benefits package option or other coverage option is significantly improved during a period of coverage, an Eligible Employee may revoke his or her election under the Plan and, in lieu thereof, to make an election on a prospective basis for coverage under the new or improved benefits package option.

- (m) *Change in Coverage Under Another Employer Plan.* An Eligible Employee may make a prospective election change that is on account of and corresponds with a change made under another employer plan (including another plan of the Employer or of another employer) if-
 - (1) The other cafeteria plan or qualified benefits plan permits participants to make an election change that would be permitted under paragraphs (a) through (n) of this section (disregarding this paragraph (m)(1)); or
 - (2) This Plan permits Eligible Employees to make an election for a Plan Year that is different from the period of coverage under the other cafeteria plan or qualified benefits plan.
- (n) *FMLA.* A Participant may revoke coverage or continue coverage but discontinue payment of his or her share of the cost of a Contract that provides group health plan coverage during the period of a leave of absence under FMLA. An Eligible Employee who revokes coverage shall be entitled to reinstate coverage upon returning from a leave of absence under FMLA.
- (o) *Loss of Coverage Under Other Group Health Coverage.* An Eligible Employee may make an election on a prospective basis to add coverage under the Plan for the Eligible Employee and/or the Eligible Employee's spouse and/or Dependent if the Eligible Employee and/or the Eligible Employee's spouse and/or Dependent loses coverage under any group health coverage sponsored by a governmental or educational institution, including a State's children's health insurance program (CHIP) under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in section 7701(a)(40)), the Indian Health Service, or a tribal organization; a State health benefits risk pool; or a Foreign government group health plan.
- (p) *Revocation due to Reduction in Hours of Service.* A Participant may prospectively elect to cancel contribution for and payment of the Employee-paid portion of the Employer-sponsored group health plan Contract premiums if (1) the Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the Employer-sponsored group health plan and (2) the revocation of the election of coverage under the Employer-sponsored group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.
- (q) *Enrollment in a Qualified Health Plan.* A Participant may prospectively elect to cancel contribution for and payment of the Employee-paid portion of the Employer-sponsored group health plan Contract premiums if (1) the Participant is eligible for a special enrollment period to enroll in a "qualified health plan" through a competitive marketplace established under Section 1311 of the Patient Protection and Affordable Care Act ("Marketplace") or the Employee seeks to enroll in a qualified health plan through a Marketplace during the Marketplace's annual open enrollment period.

The Plan Administrator reserves the right to determine whether an Eligible Employee has experienced a Change in Status and whether the Eligible Employee's requested election is consistent with such Change in Status.

ARTICLE 5. PREMIUM CONVERSION ACCOUNT

Section 5.01 **IN GENERAL**

An Eligible Employee may elect to have a portion of his or her Compensation applied by the Employer toward the Premium Conversion Account. The Account established under this Article 5 is intended to qualify under Code sections 79 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

Section 5.02 **CONTRIBUTIONS**

A Participant's Premium Conversion Account will be credited with amounts withheld from the Participant's Compensation. The amount of a Participant's contribution to the Premium Conversion Account shall be equal to the amount of the Participant's portion of the premium on the applicable Contract. Except as elected in the Adoption Agreement, if the amount of the Participant's portion of the applicable premium on the Contract increases or decreases, the Participant's contribution to the Premium Conversion Account will automatically be adjusted to reflect the increase or decrease.

Section 5.03 **ELIGIBLE EXPENSES**

ARTICLE 5. PREMIUM CONVERSION ACCOUNT

A Participant's Premium Conversion Account will be debited for amounts applied to the Employee-paid portion of the applicable Contract premiums. The Plan Administrator will not direct the Employer to pay any premium on a Contract to the extent such payment exceeds the balance of a Participant's Premium Conversion Account.

ARTICLE 6. NONDISCRIMINATION

Section 6.01 **NONDISCRIMINATION**

The Plan is intended to satisfy the premium-only plan safe harbor under Prop. Treas. Reg. Section 1.125-7(f) and may not discriminate in favor of Highly Compensated Individuals as to eligibility to participate.

Section 6.02 **ADJUSTMENTS**

If the Plan Administrator determines that the Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator may modify any election in order to assure compliance with such requirements or limitations. Any act taken by the Plan Administrator under this Section 6.02 shall be carried out in a uniform and non-discriminatory manner.

ARTICLE 7. PLAN ADMINISTRATION

Section 7.01 **PLAN ADMINISTRATOR**

- (a) *Designation.* The Plan Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee shall consist of one or more individuals who may be Employees appointed by the Plan Sponsor. The Committee shall elect a chairman and may adopt such rules and procedures as it deems desirable. The Committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents in its behalf.
- (b) *Authority and Responsibility of the Plan Administrator.* The Plan Administrator shall have total and complete discretionary power and authority:
 - (1) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;
 - (2) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits under the Plan;
 - (3) to determine the amount and manner of any allocations hereunder;
 - (4) to maintain and preserve records relating to the Plan;
 - (5) to prepare and furnish all information and notices required under applicable law or the provisions of this Plan;
 - (6) to prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;
 - (7) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same;
 - (8) to determine all questions of the eligibility and of the status of rights of Participants;
 - (9) to adjust Premium Reimbursement Accounts in order to correct errors or omissions;
 - (10) to determine the validity of any judicial order;
 - (11) to retain records on elections and waivers by Participants;
 - (12) to supply such information to any person as may be required; and
 - (13) to perform such other functions and duties as are set forth in the Plan that are not specifically given to any other fiduciary or other person.
- (c) *Procedures.* The Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.

ARTICLE 7. PLAN ADMINISTRATION

- (d) *Allocation of Duties and Responsibilities.* The Plan Administrator may designate other persons to carry out any of his duties and responsibilities under the Plan.
- (e) *Compensation.* The Plan Administrator shall serve without compensation for its services.
- (f) *Expenses.* All direct expenses of the Plan, the Plan Administrator and any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Plan Sponsor.

Section 7.02 INDEMNIFICATION

Unless otherwise provided in the Adoption Agreement, the Plan Sponsor shall indemnify and hold harmless any person serving as the Plan Administrator (and its delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, or lack of good faith.

ARTICLE 8. AMENDMENT AND TERMINATION

Section 8.01 AMENDMENT

The provisions of the Plan may be amended in writing at any time and from time to time by the Plan Sponsor or its delegate.

Section 8.02 TERMINATION

- (a) It is the intention of the Plan Sponsor that this Plan will continue indefinitely; however, the Plan Sponsor reserves the right to terminate the Plan at any time for any reason.
- (b) A participating Employer may terminate its participation in this Plan upon (i) written notice to the Plan Sponsor of its intent to terminate participation in the Plan, (ii) the closing of a merger in which the participating Employer is not the surviving entity and the surviving entity is not an affiliate of the Plan Sponsor, or (iii) the sale of all or substantially all of the participating Employer's assets to an entity that is not an affiliate of the Plan Sponsor.

ARTICLE 9. MISCELLANEOUS

Section 9.01 NONALIENATION OF BENEFITS

No Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he or she may expect to receive, contingently or otherwise, under the Plan.

Section 9.02 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and the Participant, or as a right of any Employee to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 9.03 NO FUNDING REQUIRED

Except as otherwise required by law:

- (a) Any amount contributed by a Participant and/or the Employer to provide benefits hereunder shall remain part of the general assets of the Employer and all payments of benefits under the Plan shall be made solely out of the general assets of the Employer.
- (b) The Employer shall have no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. However, the Employer may in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making any benefit payments under this Plan.
- (c) No person shall have any rights to, or interest in, any benefit or account other than as expressly authorized in the Plan.

Section 9.04 CLAIMS

Claims and reimbursement for benefits provided under any Contract shall be administered in accordance with the claims procedures for the applicable Contract, as set forth in the Contract's plan documents, summary plan description, and/or similar documentation.

Section 9.05 REFUNDS/INDEMNIFICATION

If the Plan Administrator determines that any claimant has directly or indirectly received excess payments/reimbursements or has received payments/reimbursements that are taxable to the claimant, the Plan Administrator shall notify the claimant and the claimant shall repay such excess amount (or at the option of the Plan Administrator, the claimant shall repay the amount that should have been withheld or paid as payroll or withholding taxes) as soon as possible, but in no event later than 30 days after the date of notification. A claimant shall indemnify and reimburse the Employer for any liability the Employer may incur for making such payments, including but not limited to failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If the claimant fails to timely repay an excess amount and/or make sufficient indemnification, the Plan Administrator may: (a) to the extent permitted by applicable law, offset the claimant's salary or wages, and/or (b) offset other benefits payable hereunder.

Section 9.06 MEDICAL CHILD SUPPORT ORDERS

All applicable laws related to qualified medical child support orders or National Medical Support Notices shall apply and the Plan Administrator shall follow any required procedures under such law.

Section 9.07 GOVERNING LAW

- (a) The Plan shall be construed in accordance with and governed by the laws of the state or commonwealth identified in the Adoption Agreement, to the extent not preempted by Federal law.
- (b) The Plan hereby incorporates by reference any provisions required by state law to the extent not preempted by Federal law.

Section 9.08 TAX EFFECT

The Employer does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan.

Section 9.09 SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 9.10 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 9.11 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.

Section 9.12 TRANSFERS

Except as explicitly set forth herein, amounts may not be transferred between Accounts.

Section 9.13 CONFLICTS

In the event of a conflict between the terms of this Plan and the terms of a Contract, the terms of the Contract (or the benefit plan under which it is

ARTICLE 9. MISCELLANEOUS

established) shall control in defining the terms and conditions of coverage including, but not limited to, the persons eligible for coverage, the dates of their eligibility, the conditions that must be satisfied to become covered, if any, the benefits Participants are entitled to receive and the circumstances under which coverage terminates.

CITY OF SELAH
PREMIUM ONLY PLAN
BENEFIT SUMMARY

2021-12-06

CITY OF SELAH
PREMIUM ONLY PLAN
BENEFIT SUMMARY

TABLE OF CONTENTS

INTRODUCTION	1
ELIGIBILITY	1
ELECTION PROCEDURES	1
Modification of Elections	1
PREMIUM CONVERSION ACCOUNT	2
MISCELLANEOUS	3
FMLA	3
Unclaimed Reimbursements	3
Excess Payments/Reimbursements	3
Qualified Medical Child Support Orders	3
Loss of Benefit	3
Non-Alienation of Benefits	3
Amendment and Termination of the Plan	3
Plan Administrator Discretion	3
Taxation	3
Governing Law	4
PLAN INFORMATION	4

INTRODUCTION

City of Selah (the "Company") established the City of Selah Premium Only Plan (the "Plan") effective 09/01/2005. This Benefit Summary describes the Plan as restated effective 10/01/2021. The Plan is a cafeteria plan that is intended to qualify as a premium-only plan within the meaning of Code section 125 and the guidance issued thereunder providing for the pre-tax payment of premiums for accident and health insurance.

This revised summary supersedes all previous summaries. Although the purpose of this document is to summarize the more significant provisions of the Plan, it is only a summary -- the terms of the plan document ultimately govern the operation and administration of the Plan. The Company and any Company who has adopted the Plan is referred to in this document as the "Company."

ELIGIBILITY

You are an "Eligible Employee" if you are an employee of Company or any affiliate who has adopted the Plan and you are eligible for the applicable insurance.

However, you are not an "Eligible Employee" if you are any of the following:

- A self-employed individual (including a partner), or a person who owns (or is deemed to own) more than 2 percent of the outstanding stock of an S corporation.

ELECTION PROCEDURES

You may elect to participate in the Benefits under the Plan no later than 30 days after the date you become eligible to participate in the Plan (or a shorter period if established by the Plan Administrator).

If you do not enroll in the Plan when you are newly eligible, you may enroll during the enrollment period established by the Plan Administrator. Your election will be effective as of the first day of the Plan Year following the enrollment period.

You may also enroll in the Plan upon a change in status event as described below.

To enroll in the Plan, you may need to submit a completed election form to the Plan Administrator on or before the date specified by the Plan Administrator.

If you have not previously been eligible to make an election and as of the start of a Plan Year you have not submitted a completed election form by its due date you will be deemed to have elected to participate in the Plan for that Plan Year.

If you have previously been eligible to make an election and as of the start of a Plan Year you have not submitted a completed election form by its due date your election from the prior year will carry forward to the new Plan Year.

Modification of Elections

You may not change your election during a Plan Year unless you experience a change in status. Your change in

election must be on account of and correspond with a change in status that affects your eligibility for coverage under the Plan. A brief listing of events that constitute a change in status follows. Please note that there are several conditions and/or limitations that apply to the events listed below. Please contact the Plan Administrator if you have any questions or believe that you may qualify for an election change.

Depending on the Benefit, a "change in status" includes:

- Change in your marital status;
- Change in the number of your dependents;
- Change in your employment status or the employment status of your spouse or dependents;
- Your dependent satisfies or ceases to satisfy eligibility requirements;
- Change in your place of residence;
- Commencement or termination of an adoption proceeding;
- Court judgment, decree, or order;
- Significant cost or other coverage changes;
- You change coverage under another cafeteria plan;
- You take leave under the FMLA;
- You lose coverage under the group health plan due to a reduction in hours;
- You are eligible to enroll in a qualified health plan through the Marketplace.

An election to participate in the Plan is generally irrevocable for the Plan Year. In addition, your election for your premiums will be automatically adjusted for any change in the cost of contracts sponsored by the Company as permitted by applicable law.

PREMIUM CONVERSION ACCOUNT

The Plan will establish a Premium Conversion Account in your name when you become an Employee for the payment of premiums under the Company-sponsored benefits/contracts listed below unless you affirmatively elect to not participate in the Plan.

Your Premium Conversion Account will be credited with amounts withheld from your compensation. The amount of the contribution to your Premium Conversion Account is equal to the amount of your portion of the premium due for the following benefits/contracts:

- Company Health
- Company Dental
- Company Vision
- Cancer Policy

Your contributions to the Plan are not subject to federal income tax or social security taxes. Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. For instance, participation in the Plan may lower your social security benefits. You should consult with your professional tax/financial advisor to determine the consequences of your participation in this Plan.

If you are a highly paid employee or an owner of your Company, federal law may impose limits on your eligibility to participate in the Plan and/or the benefits you may receive from the Plan. If the Plan Administrator determines that the Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator may modify your election in order to assure compliance with such requirements or limitations.

If you affirmatively elect not to participate in the Premium Conversion Account for a Plan Year, you will not be enrolled unless and until you elect to participate in the Premium Conversion Account as described in the "Election Procedures" above.

In the event of a conflict between the terms of this Plan and the terms of the applicable contract, the terms of the contract (or the benefit plan under which it is established) will control.

MISCELLANEOUS

FMLA

If you go on unpaid leave that qualifies as family leave under the Family and Medical Leave Act you may be able to continue receiving health care benefits.

Unclaimed Reimbursements

Payments from the Account that are not claimed on a timely basis (for example, checks issued from the Plan that are not timely cashed) will be forfeited and returned to the Plan. Please contact your Plan Administrator about what constitutes "timely" claims of payment from the Plan.

Excess Payments/Reimbursements

If you receive an excess benefit or payment under the Plan, you must immediately repay any such excess payments/reimbursements. You must also reimburse the Company for any liability the Company may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable to you under this Plan.

Qualified Medical Child Support Orders

In certain circumstances you may be able to change your election under the Plan if the Plan receives a Qualified Medical Child Support Order (QMCSO). You may obtain a copy of the QMCSO procedures from the Plan Administrator, free of charge.

Loss of Benefit

You may lose all or part of your Account(s) under the Plan if the unused balance is forfeited at the end of a Plan Year or if we cannot locate you when your benefit becomes payable to you.

Non-Alienation of Benefits

You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan.

Amendment and Termination of the Plan

The Company may amend or terminate the Plan at any time.

Plan Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding on all persons and parties.

Taxation

The Company intends that all benefits provided under the Plan will not be taxable to you under federal tax law. However, the Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your professional tax advisor to determine the tax consequences of your participation in this Plan.

Governing Law

The Plan is governed by the laws of Washington to the extent not pre-empted by Federal law.

PLAN INFORMATION

1. The Plan Sponsor and Plan Administrator is City of Selah.
2. The Plan Sponsor's and Plan Administrator's Address is 115 W. Naches Avenue, Selah, WA 98942
3. The Plan sponsor's EIN is 91-6001501
4. The Plan Sponsor and Plan Administrator's phone number is 509-698-7334
5. The Plan is a Premium Only Plan (POP) under section 125 of the Internal Revenue Code
6. The Plan's designated agent for service of legal process is the Plan Sponsor. Any legal papers should be delivered to the Plan Sponsor at the address listed above. However, service may also be made upon the Plan Administrator.
7. The Plan Year is the 12-consecutive month period ending on 09/30.
8. Amounts contributed by Plan Participants and the Company to the Plan are general assets of the Company. All payments of benefits under the Plan are made solely out of the general assets of the Company. The Company has no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. The Company may, in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making benefit payments under this Plan.