



SELAH CITY COUNCIL

June 14, 2022

5:30pm: Regular Scheduled Meeting

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
Meeting Date: 6/14/2022
5:30pm: Regular Meeting

Mayor: Sherry Raymond
Mayor Pro Temp: Russell Carlson
Council Members: Kevin Wickenhagen
Jared Iverson
Elizabeth Marquis
Clifford Peterson
Roger Bell
Michael Costello

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

City Administrator: Joe Henne
City Attorney: Rob Case
Clerk/Treasurer: Dale Novobielski

AGENDA

- A. **Call to Order – Mayor Raymond**
- B. **Roll Call**
- C. **Councilmember Absence**
- D. **Pledge of Allegiance – with Ms. Hope Butler**
- E. **Invocation**
- F. **Agenda Changes**
- G. **Public Appearances/Introductions/Presentations**
Katrina Henkle, Selah Downtown Association – Update
- H. **Getting To Know Our Businesses** **None**
- I. **Communications**

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.

- 1. Oral **None**
- 2. Written **None**

J. **Proclamations/Announcements** **None**

K. **Consent Agenda**

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

- * Treesa Morales 1. Approval of Minutes: May 24, 2022 Study Session and Council Meeting
- * Dale Novobielski 2. Approval of Claims & Payroll
- * Rocky Wallace 3. N-4: Resolution Declaring the Wood Field Athletic Fence at Carlon Park Project as Complete and Accepting Work and Materials.

L. **Public Hearings**

- 1. Public Hearing to Consider the Resolution adopting the Six Year Transportation Improvement Program for Secondary and Arterial Streets within the City of Selah for the years 2023 to 2028.

****RELOCATED**** N-1 Resolution adopting the Six Year Transportation Improvement Program for Secondary and Collector Arterial Streets within the City of Selah for the years 2023 to 2028.

M. **General Business**

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

N. **Resolutions**

- Rocky Wallace N-1 ****Relocated – See public hearings****
Resolution adopting the Six Year Transportation Improvement Program for Secondary and Collector Arterial Streets within the City of Selah for the years 2023 to 2028.
- Rob Case N-2 Resolution Authorizing the Mayor to Sign an Eight-Page Letter Agreement with D.A. Davidson & Company with Regard to Issuance of Bond(s) for the Proposed Justice Center.
- Rocky Wallace N-3 Resolution Authorizing a ten percent match of the City's ARPA funds and Authorizing the Public Works Director to sign the Yakima County ARPA Funding Application for Park, Street, and Water improvements.

- ***CONSENT** * N-4 Resolution Declaring the Wood Field Athletic Fence at
***Rocky** Carlon Park Project as Complete and Accepting Work and
Wallace Materials.
- Rob Case N-5 Resolution Authorizing the Mayor to Sign a Seven-Page
"Settlement Agreement" between the City, Codefendants and
Plaintiffs on the SAFE Litigation, and Also Rescinding Prior
Resolution No. 2895 with Regard to an Earlier Version of the
Settlement Agreement.
- Russell N-6 Resolution to Negate – as of 2022 – the Automatic Roll-
Carlson Forward of Financial Severance Coverage for the City
Attorney as to a Without Cause Basis Termination of
Employment that Might Occur during 2026.

O. **Ordinances** **None**

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**

Next Regular Meeting: June 28, 2022



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 6/14/2022
Agenda Number: K-1

Action Item

Title: Approval of Minutes, May 24, 2022 Council Meeting

From: Treesa Morales, Public Records Officer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

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 STUDY SESSION Minutes
May 24, 2022

Study Session RE: Proposed Basin Disposal Contract
Location: Council Chambers

A. Call to Order

Mayor Raymond called the study session to order at 4:31 pm.

Members Present: Kevin Wickenhagen; Elizabeth Marquis, Clifford Peterson, Roger Bell, Russell Carlson

Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney, Rocky Wallace, Public Works Director;

Guests Present: Rebecca Francik, Basin Disposal

After starting the meeting, Mayor Raymond called on Joe Henne, City Administrator, to present information on the study session.

Councilmember Marquis asked what changes were included in this contract versus the previous contract. Henne stated that changes include can size, recycling, contract is not as short as last time, but not a lot has changed.

Councilmember Wickenhagen asked about hours of operation listed in the contract. Henne asked Wickenhagen to clarify what he was referring to. Rebecca gave information on the contract, the current state of BDI and discussed HB 1799 – regarding recycling. Councilmember Wickenhagen asked where the recycling goes and if there will be a separate container from the garbage container. Rebecca stated, yes, currently it goes in another can, but that Basin has had discussions on how to make the route more efficient.

Councilmember Peterson referenced section 6.3.3 of the draft contract and asked about the suggested fuel surcharge. Rebecca provided information and stated that if fuel prices continue to rise, the City could see an increase in price from Basin. Councilmember Wickenhagen pointed out Exhibit F of the contract.

Councilmember Carlson asked if the current contract had a fuel surcharge? Rebecca said it does not.

Councilmember Carlson asked if the current contract had an agreement on recycling. Rebecca stated it does not, and gave more information on the cost of recycling on Basin. City Administrator, Henne reminded the council about previous discussions on recycling.

Councilmember Wickenhagen called on section 5.1.3 and asked about low-income customers. Wickenhagen stated that as he read the contract, the City would have to provide information to

Basin regarding their low-income customers. Rebecca clarified, stated that no information is required to be sent to Basin as long as the City continues doing their own billing.

Councilmember Carlson started discussion on potential cancelation after the City signs the contract. Asked what payouts would be required and if the contract would be renewed since it is a rolling contract date. Rebecca explained that the City would only be required to pay the initial 15 years of the contract, not on a continuous basis.

Councilmember Bell called on section 4.4-4.5 regarding hauling own waste. Asked how it affects the Fruit Processors in City limits. Rebecca stated there is no impact. Bell explained that the Fruit Companies contract to haul their waste out, they do not self-haul. Rebecca asked Bell to clarify, to which he explained that the Fruit Companies do not use their own staff and haul their own waste, but that they pay another company to haul their industrial waste to the transfer station. Rebecca gave input as to how the Utility and Transportation Commission monitors and regulates Basin, and that if anyone is going to pay someone or a company to have the waste removed, per the proposed contract, it must be Basin. Councilmember Bell stated he doesn't want to sign a contract that could potentially ruin the relationship with the local Fruit Packing Companies in City Limits. Discussion continues among other councilmembers regarding the definition of self-haul and different scenarios where confusion could occur such as with local contractors. City Administrator Henne said he and the staff would look into it.

Mayor Raymond asked if contractors in City limits currently haul their own waste. City Administrator, Henne said most call the City for a bin from Basin. Councilmember Bell said a lot of contractors haul their own waste. Public Works Director, Wallace provided example of a roofing company doing a re-roof and how waste was handled. Councilmember Peterson asked about green waste and if hiring a company to haul yard waste away would be ok. Rebecca said, correct, as long as it's only green waste. Discussion continued.

Councilmember Carlson reiterated that he believes a contract of this magnitude should go out for bid. Discussion on going out to bid for a garbage contract continued.

Mayor Raymond closed the study session at 5:18pm.

City of Selah
City Council Meeting Minutes
May 24, 2022
Regular Meeting

A. Call to Order: Mayor Raymond called the meeting to order at 5:30 pm.

B. Roll Call

Members Present: Kevin Wickenhagen; Elizabeth Marquis; Clifford Peterson; Roger Bell; Russell Carlson

Members Absent: Jared Iverson, Michael Costello

Councilmember Bell moved to approve Councilmember Iverson and Councilmember Costello's absence.

Councilmember Carlson seconded.

By voice vote, all council approved the two councilmember absences.

By voice vote, decision was a unanimous yes to excuse Councilmember Carlson's absence from the meeting.

Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney; Dan Christman, Police Chief; James Lange, Fire Chief; Micky Gillie Deputy Fire Chief; Zack Schab, Recreation Director; Rocky Wallace, Public Works Director; Dale Novobielski, City Clerk/Treasurer, Jeff Peters, Community Development Supervisor; Treesa Morales, Public Records Manager.

C. Councilmember Absence

D. Pledge of Allegiance

E. Invocation: Scott Ruark from Selah Covenant Church gave prayer

F. Agenda Changes

Mayor Raymond notified the council that agenda item N-1 would be presented by Community Development Planner, Jeff Peters, not Rocky Wallace as shown in the agenda.

G. Public Appearances/Introductions/Presentations

1. Katrina Henkle from the Selah Downtown Association gave report on the success of the 2022 Selah Community Days event. Henkle reminded council of the event on June 9 for small business and of the Sip n Stroll event on June 18, and National Night Out in August.

- H. Getting To Know Our Businesses **None**
- I. Communications **None**
- J. Proclamations/Announcements **None**
- K. Consent Agenda (all items listed with an asterisk (*) are considered part of the consent agenda and are enacted in one motion).

Councilmember Peterson moved to approve the Consent Agenda. Councilmember Bell seconded. By voice vote, council unanimously agrees. Motion passes.

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

- *Treesa Morales 1. Approval of Minutes: May 10, 2022 Council Meeting
- *Dale Novobielski 2. Approval of Claims and Payroll:
Payroll Checks No. 84905-84933 for a total of \$326,709.26
Claim Checks No. 178139-178243 for a total of \$608,473.03

- L. Public Hearings **None**

- M. General Business
 - 1. New Business

Rocky Wallace: Six-Year Transportation Improvement Program 2023 to 2028

Mayor Raymond called on Public Works Director Wallace to give presentation on Six-year Transportation Improvement Program. Asked council for questions.

Councilmember Carlson asked about current resurfacing project – is it going up to 11th? Wallace confirmed, yes, project is going up to 11th.

Councilmember Peterson asked about E. Goodlander and Lancaster project. What was going at the intersection there? Wallace stated it is going to be a traffic light.

Councilmember Carlson stated that many of the shown projects have been on the list for a very long time. And wondered what the plan was. Wallace and Henne stated that there hasn't been funding available, but that keeping them in the TIP means if money does come available, they can complete the projects.

- 2. Old Business

Joe Henne: Reading Information on All-Terrain Vehicles (ATV) and Utility-Terrain Vehicles (UTV)

Mayor Raymond called on City Administrator Henne to give presentation regarding ATV/UTV on City roads.

PD Chief Christman provided information regarding SPD concerns over approving and allowing ATV/UTV's on City Roads. Concerns over safety, helmets, crash impacts, and enforceability of City code.

Councilmember Carlson asked about enforceability. Christman said the initial traffic stop would be based on a traffic violation of a rule of the road, and then the officer can ask other questions to ensure compliance with ATV/UTV use on roads. Christman also suggested that the Council build requirements into the City code to allow officers to enforce the rules of the road on ATV/UTV drivers.

Councilmember Bell asked about potential pre-inspection of vehicles before they go on the road and the feasibility of such a program. Christman said they'd have to check with City Attorney, Rob Case. Case responded to the question.

Councilmember Wickenhagen asked if the Fire Department has responded to any accident calls of ATV/UTV on roadways. Chief Lange said no, not for road accidents.

Councilmember Peterson stated concerns that a proposed ordinance would have to separate ATV's and UTV's as they are different. And it would have to address operator age, and that state law prohibits ATV/UTV use on state highways, and both main streets in Selah are technically highways. And pointed out that if even the manufacturers are saying "don't use them on the road" and riders still want to, what is the risk benefit factor to the City.

City Administrator Henne clarified that riders can cross state highways, but not drive down them. So riders in City limits would have to use neighborhood streets to move around town.

City Administrator Henne asked the council if they were ready to give direction to the Staff to draft an ordinance or not.

Councilmember Marquis asked Chief Christman if a rider was not wearing a helmet, could PD stop them? Christman said yes. Marquis asked about an age requirement? Christman said the age is currently 16 years old, regardless of type of vehicle.

Councilmember Carlson stated concerns over those who are going to ride on the road anyway, not those who are coming to council asking for an Ordinance. Carlson also pointed out the intersection of Jim Clements and N. 1st Street and his concerns over ATV/UTV drivers driving close to the large Semi-trucks and being a safety risk. Carlson also referenced the risk to the City in allowing ATV/UTV's on the road and potential City-Insurance coverage issues if there is a lawsuit and the City knowingly goes against the manufacturer warranty.

Councilmember Peterson asked City Attorney, Case if he knew about any adjudications regarding passed Ordinances in other Cities. Case said he had not heard of any at this point.

Councilmember Wickenhagen commented that he believes driving ATV/UTV's on the road places the responsibility of safety on the driver, not the City. Also suggested a minimum age requirement of 18 years old, not 16, and a strong enforcement of helmet laws. Wickenhagen

stated he would like more time to think through potential requirements before suggesting an Ordinance.

Fire Chief Lange reminded council that a proposed Ordinance would need to include a waiver for Public Works, Selah Fire, and the School district as they currently drive ATV/UTV-type vehicles around town. Lange also suggested council think about things such as helmets and jeeps with tops down – how will Council address these questions.

N. Resolutions

N-1 Resolution Authorizing the Mayor to Sign Task Order No. 2022-04 with HLA Engineering and Land Surveying, Inc., for Evaluation of Potential Upgrades to the Selah Civic Center

Introduced by Mayor Raymond, and presented by Community Development Supervisor. After discussion,

Councilmember Bell moved, and Councilmember Peterson seconded, to approve the Resolution Authorizing the Mayor to Sign Task Order No. 2022-04 with HLA Engineering and Land Surveying, Inc., for Evaluation of Potential Upgrades to the Selah Civic Center.

In discussion,

Councilmember Carlson asked about HLA subcontracting with BOR contracting for these services. Peters gave information and stated this is the exact same thing as what happened with the Wells Fargo Building, and clarified why HLA was involved. Councilmember Carlson stated that he still firmly believes a services such as this should go out to bid. Public Works Director, Wallace explained HLA is the engineer contractor for the City and the staff time required to put a list of services together and a request for proposals or qualifications out to bid and required advertisement will be a higher cost than to continue defaulting to HLA since HLA is in a contract with the City. Councilmember Carlson asked if the City was billed for the initial assessment on the Civic Center done by HLA and BOR? Peters said no, the City was not billed.

Mayor restated motion. Roll was called: Councilmember Wickenhagen – yes; Councilmember Iverson – absent; Councilmember Marquis – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – absent; Councilmember Carlson – absent. By voice vote, Resolution passes unanimously

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

I. Departments

- Chief Lange gave report and introduced newly hired Fire Fighter, Shane Scribner.

- Zack Schab gave report and answered questions from council
- Jeff Peters gave report
- Chief Christman gave report and answered questions from council
- Rocky Wallace gave report

2. Councilmembers

- Councilmember Wickenhagen – No report
- Councilmember Marquis – No report, thanked everyone for Community Days
- Councilmember Peterson – Gave report
- Councilmember Bell – Gave report, thanked everyone for Community Days
- Councilmember Carlson – Gave report, thanked everyone for Community Days

- 3. City Attorney Report No report
- 4. City Administrator Report Gave report, included information on the issue of well water in East Selah and City/State/Federal plans
- 5. Mayor Report Gave report, thanked everyone for Community Days
- 6. Boards None

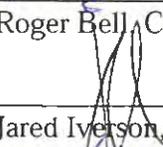
R. Executive Session None

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

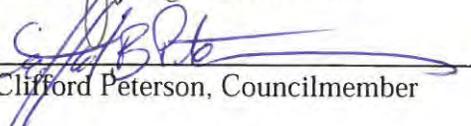
The meeting adjourned at 6:57 pm.



 Roger Bell, Councilmember

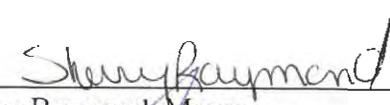


 Jared Iverson, Councilmember

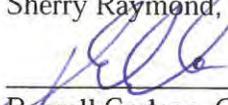


 Clifford Peterson, Councilmember

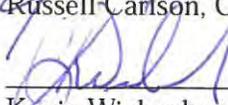
 Michael Costello, Councilmember



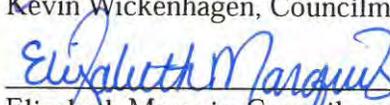
 Sherry Raymond, Mayor



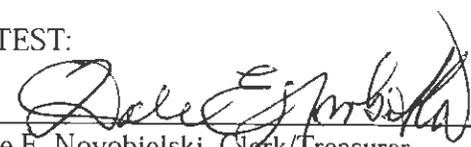
 Russell Carlson, Councilmember



 Kevin Wickenhagen, Councilmember



 Elizabeth Marquis, Councilmember

ATTEST:


 Dale E. Novobielski, Clerk/Treasurer



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 5/10/2022
Agenda Number: K-2

Action Item

Title: Approval of Claims and Payroll

From: Dale Novobielski, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See claims and payroll registers

Funding Source: See claims and payroll registers

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

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
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 6/14/2022
Agenda Number: L-1

Action Item

Title: Public Hearing to Consider the Resolution adopting the Six Year Transportation Improvement Program for Secondary and Arterial Streets within the City of Selah for the years 2023 to 2028.

From: Rocky Wallace, Public Works Director

Action Requested: Public Hearing - Open Record

Staff Recommendation: Staff is requesting the City Council hold a Public Hearing to take testimony pertaining to approval a Resolution adopting the 2023 to 2028 Six Year Transportation Improvement Program (TIP) as presented.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: None until project is selected.

Funding Source: Street Fund 111

Background/Findings/Facts: Each year the city is required to adopt the Six Year Transportation Improvement Program (TIP). The TIP is a list of transportation related projects.

Recommended Motion: Hold the required public hearing and pass the accompanying resolution. *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 Council Document Index for the City of Selah
Transportation Improvement Program – 2023 - 2028

List of Exhibits

Item:	<u>Exhibit</u>
Six Year Transportation improvement Program From 2023 to 2028 List of Projects	1a
Applications:	
State Environmental Policy Act Review (SEPA)	1b
Notices:	
Notice of Application, Environmental Review and Public Hearing – Six Year TIP, May 11, 2022	3a
Affidavit of Mailings, May 13, 2022	3b
Notice to Yakima Herald Republic, May 15, 2022	3c
Affidavit of Publication	3d
Determination of Nonsignificance, June 1, 2022	3e
Affidavit of Mailings, June 1, 2022	3f
Public Comments:	None

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	1	14709(001) VALLEYVIEW AVENUE/SOUTH THIRD ST/SOUTHERN AVE/SOUTH FIRST ST Valleyview Avenue South First Street to South Third Street to Southern Ave to South First St Reconstruct and widen existing two lanes. Construct sidewalks, curb and gutter, storm drainage, and street lights	WA-05635					03	CGPT	0.650	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2023	STP(US)	1,627,736		0	420,360	2,048,096
Totals				1,627,736		0	420,360	2,048,096

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	2,048,096	0	0	0	0
Totals	2,048,096	0	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Solah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	2	Home Ave & 3rd St Sidewalk Improvements N 1st St to Wenas Rd and Fremont Ave to Bartlett Ave Install new sidewalk, curb & gutter, driveway approaches, and road repairs	WA-14282					28	C G P T	0 270	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	SRTS	81,200		0	0	81,200
P	CN	2023	SRTS	622,510		0	0	622,510
Totals				703,710		0	0	703,710

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PF	81,200	0	0	0	0
CN	622,510	0	0	0	0
Totals	703,710	0	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah
County: Yakima
MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	3	Fremont Ave Resurfacing N 16th Street to N 11th Street Planing and HMA overlay travel lanes, including crack seal and road repairs.	WA-14283					05	CGPT		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0	TIB	47,030	5,230	52,260
P	CN	2023		0	TIB	360,540	40,060	400,600
Totals				0		407,570	45,290	452,860

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	52,260	0	0	0	0
CN	400,600	0	0	0	0
Totals	452,860	0	0	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Selah	4,621,006	2,736,130	5,199,250	12,556,386



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	4	Transportation Network Analysis City Wide to Transportation network analysis for intersection and City access improvements	WA-11305					1B			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	BUILD	330,000		0	0	330,000
Totals				330,000		0	0	330,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	330,000	0	0	0	0
Totals	330,000	0	0	0	0

Report Date: May 09, 2022



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	5	SELAH PEDESTRIAN/BICYCLE PATH STUDY to Pedestrian/bicycle path study. Use Wixson Park as park and ride	WA-00203					38			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		51,900		0	8,100	60,000
Totals				51,900		0	8,100	60,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	60,000	0	0	0	0
Totals	60,000	0	0	0	0

Report Date: May 09, 2022



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Salah
County: Yakima
MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	6	East Goodlander/Lancaster Road Traffic Signal spot improvement to Install new four-leg traffic signal with camera detection	WA-06535					21	CGPST W		CE	No

Funding									
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	
P	PE	2024		0		0	89,100	89,100	
P	CN	2024		0		0	680,900	680,900	
Totals				0		0	770,000	770,000	

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	89,100	0	0	0
CN	0	680,900	0	0	0
Totals	0	770,000	0	0	0



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	7	SOUTHERN AVENUE Southern Avenue South Fifth Street to South Third Street Reconstruct and widen existing two lanes. Construct sidewalks, curb and gutter, storm drainage, street lights and signalization.	WA-00193					03	CGPT	0.150	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025		0	OTHER	54,480	13,620	68,100
P	RW	2025		0	OTHER	101,120	25,280	126,400
P	CN	2026		0	OTHER	378,160	94,540	472,700
Totals				0		533,760	133,440	667,200

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
PE	0	0	68,100	0	0	0
RW	0	0	126,400	0	0	0
CN	0	0	0	472,700	0	0
Totals	0	0	194,500	472,700	0	0

Report Date: May 09, 2022



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah
County: Yakima
MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	8	SOUTH THIRD STREET South Third Street Naches Avenue to Valleyview Avenue Reconstruct road add curb and gutter, drainage, sidewalks and grading. Acquire right of way	WA-00196					03	CGPT	0.360	CE	Yes

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026	STP(US)	163,390		0	25,510	188,900
P	RW	2026	STP(US)	151,460		0	23,640	175,100
P	CN	2027	STP(US)	1,592,810		0	248,590	1,841,400
Totals				1,907,660		0	297,740	2,205,400

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	188,900	0
RW	0	0	0	175,100	0
CN	0	0	0	0	1,841,400
Totals	0	0	0	364,000	1,841,400

Report Date: May 09, 2022



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah
County: Yakima
MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	9	EAST NACHES AVENUE East Naches Avenue Wenas Road - East to S Rushmore Road Drainage, replace curb and gutter, sidewalk on both sides, grading, paving and street lighting.	WA-00197					04	CGPT	0.370	CE	No

Funding									
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	
P	PE	2027		0	OTHER	164,880	41,220	206,100	
P	CN	2028		0	OTHER	1,629,920	407,480	2,037,400	
Totals				0		1,794,800	448,700	2,243,500	

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	206,100
CN	0	0	0	0	2,037,400
Totals	0	0	0	0	2,243,500



Six Year Transportation Improvement Program From 2023 to 2028

Agency: Selah

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

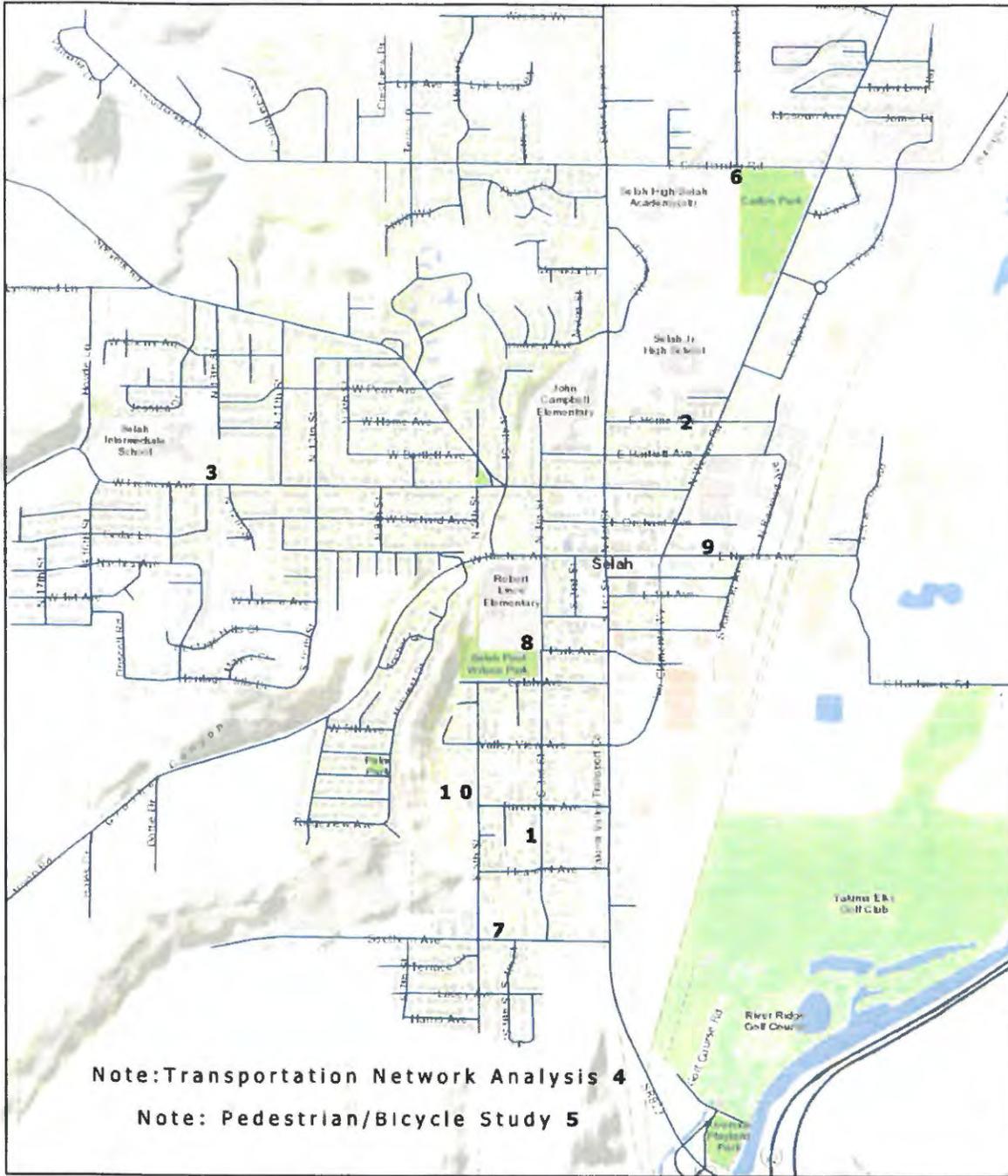
Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	10	VALLEYVIEW AVENUE & SOUTH FIFTH STREET Valley View Avenue & S Fifth Street Beginning at S Third Avenue & Valley View Avenue to S Fifth Street & South to Southern Avenue Clearing, grubbing, sidewalk, curb and gutter, storm drainage, street lighting, grading and paving	WA-00199					04	CGPT	0.520	CE	No

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	282,420	282,420
P	CN	2028		0		0	2,793,200	2,793,200
Totals				0		0	3,075,620	3,075,620

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	282,420
CN	0	0	0	0	2,793,200
Totals	0	0	0	0	3,075,620



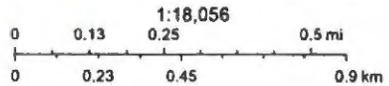
City of Selah



Note: Transportation Network Analysis 4
 Note: Pedestrian/Bicycle Study 5

5/10/2022

Street Names



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User

ENVIRONMENTAL CHECKLIST

INTRODUCTION:

The State Environmental Policy Act (SEPA), Chapter 43.21C, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal if it can be done) and to help the agency decide whether an EIS is required.

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly with the most precise information known or the best description you can.

You must answer each question accurately and carefully to the best of your knowledge. In most cases you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply". Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shorelines, and landmark designations. Answer these questions if you can. If you have problems the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impacts.

Complete the checklist for nonproject proposals even though questions may be answered "does not apply". In ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D).

For nonproject actions the reference in the checklist to the words "project applicant" and "property of site" should be read as "proposal", "proposer", and "affected geographic area", respectively.

A. BACKGROUND

1. **Name of Proposed Project, if applicable:** Year 2023 - 2028 Six-Year Transportation Improvement Program
2. **Name of Applicant:** City of Selah
3. **Address and phone number of applicant and contact person:** Jeff Peters, City Planner — 222 South Rushmore Road, Selah, WA. (509) 698-7365
4. **Date Checklist Submitted:** May 11, 2022
5. **Agency Requiring Checklist:** City of Selah
6. **Proposed timing or schedule** (including phasing, if applicable): Public hearings and ordinance adoption June 22, 2021. Individual project construction commencing after January 1, 2023 extending through December 31, 2028.



7. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? YES If yes, explain.** Annual update of the Six Year Transportation Improvement Program. (TIP)
8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.** This environmental checklist. Non-exempt construction activities related to improvement projects identified in the TIP will undergo further environmental review prior to actual construction.
9. **Do you know whether applications are pending for governmental approvals or other proposals directly affecting the property covered by your proposal? No If yes, explain.**
10. **List any government approvals or permits that will be needed for your proposal, if known.** Public hearings and adoption by the City of Selah City Council.
Stormwater management permit.
11. **Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.** The TIP prioritizes road improvement projects within the City. The TIP identifies engineering, right-of-way acquisition, infrastructure improvements, signalization, and street surfacing improvements within the right-of-way.
12. **Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.** Citywide. Location of each project is listed in the TIP.
13. **Taxation Parcel Numbers(s):** N/A

TO BE COMPLETED BY APPLICANT

2023-2028 TRANSPORTATION IMPROVEMENT PROGRAM
ENVIRONMENTAL CHECKLIST

EVALUATION FOR AGENCY USE ONLY



B. Environmental Elements

1. Earth

- a. **General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____.** Projects could include a single or multiple topographic description dependent on location.
- b. **What is the steepest slope on the site (approximate percent slope)?** Unknown at this time.
- c. **What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)?** Soil types a combination of clay, sand and gravel. **If you know the classification of agricultural soils, specify them and note any prime farmland.** Classification of agricultural soils unknown. Prime farmland to be avoided.
- d. **Are there surface indications or history of unstable soils in the immediate vicinity?** The six year TIP is a non-project document. However, there are no unstable soils identified in the project areas. **If so, describe.**
- e. **Describe the purpose, type, and approximate quantities of any filling or grading proposed.** Not available at this time. Specific project engineering will identify quantities of fill (including source) and grading required. **Indicate source of fill.**
- f. **Could erosion occur as a result of clearing, construction, or use?** Specific project design will address potential erosion and identify features to control erosion. **If so, generally describe.**
- g. **About what percent of the site will be covered with impervious surfaces after the project construction (for example, asphalt or buildings)?** Specific project design will address percentage of site to be covered with impervious surfacing.
- h. **Proposed measures to reduce or control erosion, or other impacts to the earth, if any:** Specific project design will address measures to reduce or control erosion or other impacts.

2. Air

- a. **What types of emissions to the air would result from the proposal (i.e., dust,**



automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known. Quantities unknown. Emissions to the air will include dust and equipment exhaust fumes during project construction.

- b. **Are there any off-site sources of emissions or odor that may affect your proposal? No If so, generally describe. No.**
- c. **Proposed measures to reduce or control emissions or other impacts to air, if any:** Specific project design will address measures to reduce or control emissions or other impacts to the air. Dust abatement will be provided during construction.

3. Water

a. **Surface:**

- 1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? Yes If yes, describe type and provide names. If appropriate, state what stream or river it flows into. Yakima River. Some of the projects will have storm sewers that connect to the Selah Wastewater Ditch flowing to the Yakima Rivcr.**
- 2) **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? Yes If yes, please describe and attach available plans. Impacts to streams or rivers will be addressed during design and identified in a required biological assessment.**
- 3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. None**
- 4) **Will the proposal require surface water withdrawals or diversions? No Give general description, purpose, and approximate quantities if known.**
- 5) **Does the proposal lie within a 100-year floodplain? No If so, note location on the site plan.**
- 6) **Does the proposal involve any discharges of waste materials to surface waters? No If so, describe the type of waste and anticipated volume of discharge.**

b. **Ground:**

- 1) **Will groundwater be withdrawn, or will water be discharged to**



groundwater? No Give general description, purpose, and approximate quantities if known.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage, industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. None

c. Water Runoff (including storm water):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (including quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. Specific project design will address runoff to reduce or control runoff drainage into any water body.

2) Could waste materials enter ground or surface waters? No If so, generally describe.

d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any: Specific project design will address measures to reduce or control surface, ground and runoff waters impacts such as a DOE discharge permit.

4. Plants

a. Check or circle types of vegetation found on the site:

deciduous trees: alder, maple, aspen, other

evergreen tree: fir, cedar, pine, other

shrubs

grass

pasture

crop or grain

wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other

water plants: water lily, eelgrass, milfoil, other

other types of vegetation

b. What kind of and amount of vegetation will be removed or altered? Specific project design will identify kinds and amount of vegetation to be removed or altered. Projects to be designed to minimize removal or alteration of vegetation. Most of work will be within existing right-of-way.

c. List threatened or endangered species known to be on or near the site. None known

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Specific project design will identify proposed



landscaping to enhance vegetation on or near the site.

5. Animals

- a. **Circle any birds and animals which have been observed on or near the site or are known to be on or near the site:**

Bird: hawk, heron, eagle, songbirds, other:

Mammals: deer, bear, elk, beaver, other:

Fish: bass, salmon, trout, herring, shellfish, other:

- b. **List any threatened or endangered species known to be on or near the site.** None known
- c. **Is the site part of a migration route? If so, explain.** Not Applicable
- d. **Proposed measures to preserve or enhance wildlife, if any:** None

6. Energy and Natural Resources

- a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.** Gasoline and/or diesel fuels for construction equipment.
- b. **Would your project affect the potential use of solar energy by adjacent properties? No If so, generally describe.**
- c. **What kind of energy conservation features are included in the plans of this proposal? None List other proposed measures to reduce or control energy impacts, if any.** None

7. Environmental Health

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of the proposal? No If so, describe.**
- 1) **Describe special emergency services that might be required.** None
- 2) **Proposed measures to reduce or control environmental health hazards, if any:** None
- b. **Noise**



- 1) **What types of noise exist in the area which may affect your project** (for example: traffic, equipment, construction, operation, other)? Traffic.
- 2) **What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis** (for example: traffic, construction, operation, other)? **Indicate what hours noise would come from the site.** Types and levels unknown. Traffic, construction and operational noises will be present during project construction.
- 3) **Proposed measures to reduce or control noise impacts, if any:** Specific project design will include measures to reduce or control noise impacts on or near the site.

8. Land and Shoreline Use

- a. **What is the current use of the site and adjacent properties?** Residential, commercial, industrial or park and open space uses.
- b. **Has the site been used for agriculture?** Agricultural uses terminated years ago **If so, describe.**
- c. **Describe any structures on the site.** Specific project design will identify any existing on site structures.
- d. **Will any structures be demolished? If so, what?** Specific project design will identify any structures to be demolished. It is anticipated that one structures will be demolished.
- e. **What is the current zoning classification of the site?** Residential, commercial or industrial.
- f. **What is the current comprehensive plan designation of the site?** Residential, commercial, industrial, governmental, steep slope or park/open space.
- g. **If applicable, what is the current shoreline master program designation of the site?**
Not Applicable
- h. **Has any part of the site been classified as an "environmentally sensitive" area? No**
If so specify.
- i. **Approximately how many people would reside or work in the completed project?**
None



- j. **Approximately how many people would the completed project displace?** None
- k. **Proposed measures to avoid or reduce displacement impacts, if any:** None
- l. **Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:** Specific project design will identify measures to ensure the proposal is compatible with existing and projected land uses and plans.

9. Housing

- a. **Approximately how many units would be provided, if any? None Indicate whether high, middle, or low-income housing.**
- b. **Approximately how many units, if any, would be eliminated? None Indicate whether high, middle, or low-income housing.**
- c. **Proposed measures to reduce or control housing impacts, if any:** None

10. Aesthetics

- a. **What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?** Not Applicable
- b. **What views in the immediate vicinity would be altered or obstructed?** None
- c. **Proposed measures to reduce or control aesthetic impacts, if any:** None

11. Light and Glare

- a. **What type of light or glare will the proposal produce? What time of day would it mainly occur?** Specific project design will identify proposed street lighting. Street lighting would occur at night.
- b. **Could light or glare from the finished project be a safety hazard or interfere with views?** No
- c. **What existing off-site sources of light or glare may affect your proposal?** None
- d. **Proposed measures to reduce or control light and glare impacts, if any:** Specific project design will identify measures to reduce or control light and glare impacts. Lighting is specifically designed for lighting of streets.



12. Recreation

- a. **What designated and informal recreational opportunities are in the immediate vicinity?** Schools and parks.
- b. **Would the proposed project displace any existing recreational uses? No If so, describe.**
- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:** Specific project design will identify measures to reduce or control impacts on recreation.

13. Historic and Cultural Preservation

- a. **Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on the site? None known If so, generally describe.**
- b. **Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.** None known. Some of the listed projects will include archeological and/or cultural surveys as required in the Washington State Department of Transportation Local Agency Guidelines Manual, Section 106.
- c. **Proposed measures to reduce or control impacts, if any:** None

14. Transportation

- a. **Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.** Citywide. Location of each project is listed in the TIP.
- b. **Is site currently served by public transit? Some site but not all. If not, what is the approximate distance to the nearest transit stop?** 1,000 feet up to two plus miles.
- c. **How many parking spaces would the completed project have? None How many would the project eliminate? None**
- d. **Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? No If so, generally describe (indicate whether public or private).**
- e. **Will the project use (or occur in the immediate vicinity of) water, rail, or air**



transportation? No. If so, generally describe.

- f. **How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.** None generated.
- g. **Proposed measures to reduce or control transportation impacts, if any:** Specific project design will identify measures to reduce or control transportation impacts. These proposed projects would themselves reduce and relieve traffic congestion and enhance traffic flow.

15. Public Services

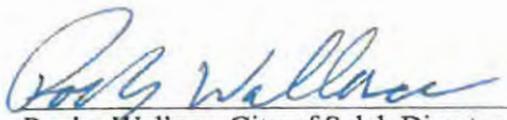
- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? No If so, generally describe.**
- b. **Proposed measures to reduce or control direct impacts on public services, if any.** None, these proposed projects could improve and reduce response time for emergency vehicles.

16. Utilities

- a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.** All utilities available.
- b. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.** Specific project design will identify existing utilities to be enlarged or replaced and proposed utilities that are required or might be needed in the future. Utility services vary at each site with most utility services noted for each project on the TIP.

C. SIGNATURES

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.



Rocky Wallace, City of Selah Director of Public Works

Date. May 11, 2022



D. SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS (do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent of the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms

1. **How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?**

Individual construction projects may increase discharges to water to the extent that any storm water drainage is discharged to existing system that lead to surface waters. Emissions to the air include dust and exhaust emissions during construction. Also noise during construction. None these are expected to be out of the ordinary for small-scale construction projects.

Proposed measures to avoid or reduce such increases are:

Dust abatement measures and any measures to control noise levels that are significant because of project location and surrounding land uses will be identified and implemented on a project specific basis. Storm drainage will be designed and constructed to engineering standards and to meet the requirements of discharge permits as may be required.

2. **How would the proposal be likely to affect plants, animals, fish, or marine life?**

Most projects will take place in existing right-of-way and generally avoid vegetation. They are mostly in urban areas and away from riparian areas, avoiding adverse effects on wildlife habitat. Specific measures may be incorporated into project design where appropriate.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Any stormwater discharges to surface water would be required to meet water quality standards of new or existing discharge permits.

3. **How would the proposal be likely to deplete energy or natural resources?**

The use of fuels by equipment and material such as mineral resources for concrete, asphalt, and other types of construction. All are at level of use that is typical or small scale construction projects.

- 4 **How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks,**



wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplain, or prime farmlands? NA

For the most part, these features are not present in the areas proposed for the specific projects.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Archeological or cultural studies may be required for certain projects and would address the protection of any resources identified. If any geological hazardous areas are involved, they would be avoided or protected through project specific engineering and project design.

5. **How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?**

Since these projects are for the most part improvements of existing facilities they are not expected to encourage incompatible land use, but rather may encourage land use that is consistent and compatible with existing plans.

Proposed measures to avoid or reduce shoreline and land use impacts are:

None identified, however project specific design may incorporate measures on a case by case basis if appropriate.

6. **How would the proposal be likely to increase demands on transportation or public services and utilities?**

No increase in demand identified. In general, these services and utilities should operate more safely and efficiently.

Proposed measures to reduce or respond to such demand(s) are:

None identified, however project specific design may incorporate measures on a case by case basis if appropriate.

7. **Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.**

This program will be implemented in compliance with local, State, and Federal requirements.





CITY OF SELAH

Planning Department

222 South Rushmore Road

Selah, Washington 98942

CITY OF SELAH

NOTICE OF ENVIRONMENTAL REVIEW

&

PUBLIC HEARING

Phone 509 698-7365

Fax 509 698-7372

Application: On May 1, 2022, the City of Selah Community Development Department received a State Environmental Policy Act Checklist for the adoption of the City's 2023-2028 Six Year Transportation Improvement Program.

Project Location: City wide

Complete Application: May 11, 2022

File Number: SEPA-2022-001

Approvals, Actions and Required Studies: City Council public hearing and adoption.

Environmental Review: The City of Selah is the lead agency for this proposal under the State Environmental Policy Act (SEPA). The City has reviewed the proposal for probable adverse environmental impacts and expects to issue a Determination of Nonsignificance (DNS). The process in WAC 197-11-355 is being used. The lead agency will not act on this proposal for 14 days. After all comments have been received and considered, a threshold determination will be made. Comments received by 5:00 P.M. May 31, 2022, will be considered in making the determination. A copy will be sent to those who comment or may be obtained upon request. The determination will have specific appeal information and may be appealed within five business days of issuance.

Open Record Public Hearing Notice is hereby given that on Tuesday, June 7, 2022, commencing at 5:30 p.m., or as soon thereafter as practical, the City of Selah City Council will conduct a public hearing in the Council Chambers, City Hall Bldg., 115 W. Naches Ave., Selah, WA. to consider adoption of the City of Selah 2023-2028 Six-Year Transportation Improvement Program (T.I.P.).

A copy of the proposed 2023-2028 T.I.P. is on file and available for public inspection during regular business hours at the City of Selah Public Works Department, 222 S. Rushmore Rd, Selah, WA.

Any person desiring to express his/her views or submit written comments on the proposed 2023-2028 T.I.P. is encouraged to attend the public hearing. Written comments received prior to 5:00 p.m. the day of the public hearing will be considered in the City Council deliberations.

Changes to the proposed T.I.P. raised during the hearing by the public, Council members or staff will be considered and may be adopted and included in the City of Selah's T.I.P. without further public hearings.

Dated this 11th day of May 2022.

/s/

Jeff Peters, City Planner, Community Development Supervisor





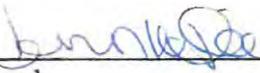
**CITY OF SELAH
AFFIDAVIT OF MAILING**

**STATE OF WASHINGTON
COUNTY OF YAKIMA**

I, Jennifer Leslie, being first duly sworn on oath dispose and says:

I am an employee of the City of Selah, 222 South Rushmore Road, Selah, Washington; that I did on the 13th day of May, 2022 caused to be mailed. 27 envelopes, containing a true and correct copy of the Determination of Nonsignificance SEPA-2022-001. Said envelopes mailed from Selah, WA with the correct first class postage and addressed to the persons having made written or verbal comment regarding these files.

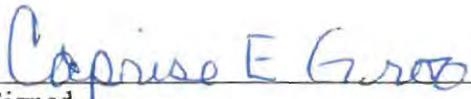
A listing of the persons to whom notice has been mailed is contained in file SEPA-2022-001.


Signed

**STATE OF WASHINGTON
COUNTY OF YAKIMA**

On this day personally appeared before me Jennifer Leslie to me known to be the individual referenced herein and who caused to be mailed the Determination of Nonsignificance SEPA-2022-001

Given under my hand and official seal this 16th day of May 2022.


Signed

Notary Public in and for the State of Washington, residing at Yakima, WA. My term expires: June 1, 2025.



WA STATE DEPT OF HEALTH
EASTERN REGIONAL OFFICE
16201 EAST INDIANA AVE., STE 1500
SPOKANE, WA 99216

US FISH & WILDLIFE
911 NE 11TH AVE.
PORTLAND, OR 97232-4181

US FOREST SERVICE
10237 U.S. Highway 12
NACHES WA 98937

YAKIMA COUNTY HEALTH DIST.
1210 ANTANUM RIDGE DR
UNION GAP, WA 98903

YAKIMA COUNTY PUBLIC WORKS
128 N. 2ND ST.
YAKIMA, WA 98901

YAKIMA COUNTY PLANNING
128 N 2nd St., 4th Floor
Yakima, WA 98901

PACIFIC POWER
500 N KEYS RD
YAKIMA, WA 98901

FAIRPOINT COMMUNICATIONS
305 N RUBY STREET
ELLENSBURG, WA 98926

YAKIMA REGIONAL CLEAN AIR
186 Iron Horse Court, Suite 101
YAKIMA, WA 98901

SELAH SCHOOL DIST.
316 W. NACHES AVE.
SELAH, WA 98942

Department of Agriculture
Kelly McLain
PO Box 42560
Olympia, WA 98504-2560

U.S. WEST
8 SO. 2ND AVE.
YAKIMA, WA 98902

STATE D.O.T.
DISTRICT #5
2809 RUDKIN RD
UNION GAP, WA 98903-1648

NATURAL RESOURCES
CONSERVATION SERVICE
1606 PERRY, SUITE - F
YAKIMA, WA 98902

WA. ST. DEPT. OF FISH & WILDLIFE,
YAKIMA REGION
1701 S. 24TH AVE.
YAKIMA, WA 98902

TAYLOR DITCH CO., INC.
C/O ZIRKLE FRUIT
P O BOX 1315
SELAH, WA 98942

WA STATE DEPT OF HEALTH
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128 N. 2ND ST
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YAKIMA COUNTY ASSESSOR
128 N. 2ND ST.
YAKIMA, WA 98901

Y.V.C.O.G.
311 N 4TH ST, SUITE 204
YAKIMA, WA 98901

DEPT. NATURAL RESOURCES
713 E. BOWER RD.
ELLENSBURG, WA 98926

DEPT. OF NATURAL RESOURCES
SEPA CENTER
P.O. BOX 47015
OLYMPIA, WA 98504-7015

US BUREAU OF RECLAMATION
1917 MARSH RD
YAKIMA, WA 98901-2058

FIRING CENTER
970 Firing Center Rd.
Yakima, WA 98901

BUREAU OF INDIAN AFFAIRS
YAKAMA AGENCY
P.O. BOX 632
TOPPENISH, WA 98948

YAKIMA COUNTY ROADS
128 N. SECOND STREET 4TH FLOOR
YAKIMA, WA 98901



Leslie, Jennifer

From: Leslie, Jennifer
Sent: Friday, May 13, 2022 8:51 AM
To: 'SEPA@dahp.wa.gov'
Subject: City of Selah Notice Of Environmental Review and Public Hearing
Attachments: SEPA-2022-001~T.I.P 2023-2028.pdf

Good morning,

Please see the attached City of Selah Notice Of Environmental Review and Public Hearing for the adoption of the City's Six Year Transportation Improvement Program (T.I.P.).

Thank you!



Jennifer (Jenn) Leslie
Community Development and Planning Specialist
City of Selah/Public Works
222 S Rushmore Rd
Selah, WA 98942
509 698-7365



Leslie, Jennifer

From: Leslie, Jennifer
Sent: Friday, May 13, 2022 8:47 AM
To: 'reviewteam@commerce.wa.gov'
Subject: City of Selah Notice Of Environmental Review and Public Hearing
Attachments: SEPA-2022-001~T.I.P 2023-2028.pdf

Good morning,

Please see the attached City of Selah Notice Of Environmental Review and Public Hearing for the adoption of the City's Six Year Transportation Improvement Program (T.I.P.).

Thank you!



Jennifer (Jenn) Leslie
Community Development and Planning Specialist
City of Selah/Public Works
222 S Rushmore Rd
Selah, WA 98942
509 698-7365



Peters, Jeff

From: NoReply@ecy.wa.gov
Sent: Friday, May 13, 2022 8:48 AM
To: Peters, Jeff
Subject: Your SEPA Record Has Been Submitted!

The Department of Ecology has received a new SEPA record from Jeff Peters at Selah City of with a File Number of: SEPA-2022-001.

Your record is being reviewed by an administrator.

From: Jeff Peters
Email: Jeff.Peters@selahwa.gov
Phone number: (509) 698-7367



Classified Category: Legals|Public Notices

CITY OF SELAH NOTICE OF ENVIRONMENTAL REVIEW & PUBLIC HEARING:

Application: On May 11, 2022, the City of Selah Community Development Department received a State Environmental Policy Act Checklist for the adoption of the City's 2023-2028 Six Year Transportation Improvement Program: **Project Location:** City wide: **Complete Application:** May 11, 2022: **File Number:** SEPA-2022-001: **Approvals, Actions and Required Studies:** City Council public hearing and adoption: **Environmental Review:** The City of Selah is the lead agency for this proposal under the State Environmental Policy Act (SEPA). The City has reviewed the proposal for probable adverse environmental impacts and expects to issue a Determination of Nonsignificance (DNS). The process in WAC 197-11-355 is being used. The lead agency will not act on this proposal for 14 days. After all comments have been received and considered, a threshold determination will be made. Comments received by 5:00 P.M. May 31, 2022, will be considered in making the determination. A copy will be sent to those who comment or may be obtained upon request. The determination will have specific appeal information and may be appealed within five business days of issuance: **Open Record Public Hearing** Notice is hereby given that on Tuesday, June 7, 2022, commencing at 5:30 p.m., or as soon thereafter as practical, the City of Selah City Council will conduct a public hearing in the Council Chambers, City Hall Bldg., 115 W. Naches Ave., Selah, WA. to consider adoption of the City of Selah 2023-2028 Six-Year Transportation Improvement Program (T.I.P.): A copy of the proposed 2023-2028 T.I.P. is on file and available for public inspection during regular business hours at the City of Selah Public Works Department, 222 S. Rushmore Rd, Selah, WA. Any person desiring to express his/her views or submit written comments on the proposed 2023-2028 T.I.P. is encouraged to attend the public hearing. Written comments received prior to 5:00 p.m. the day of the public hearing will be considered in the City Council deliberations. Changes to the proposed T.I.P. raised during the hearing by the public, Council members or staff will be considered and may be adopted and included in the City of Selah's T.I.P. without further public hearings. Dated this 11th day of May 2022. /s/ Jeff Peters, City Planner, Community Development Supervisor.

(29840) May 15, 2022



MAY 24 2022

**YAKIMA
HERALD-REPUBLIC**
WWW.YAKIMAHERALDREPUBLIC.COM THE HERALD.COM

El Sol de Yakima

AFFIDAVIT OF PUBLICATION

Rocky Wallace
City Of Selah
115 W Naches Avenue
Selah WA 98942

STATE OF WASHINGTON, COUNTIES OF YAKIMA

The undersigned, on oath states that he/she is an authorized representative of Yakima Herald-Republic, Inc., publisher of Yakima Herald-Republic and El Sol de Yakima, of general circulation published daily in Yakima County, State of Washington. Yakima Herald-Republic and El Sol de Yakima have been approved as legal newspapers by orders of the Superior Court of Yakima County.

The notice, in the exact form annexed, was published in the regular and entire issue of said paper or papers and distributed to its subscribers during all of the said period.

05/18/2022

Agent JACKIE CHAPMAN Signature Jackie Chapman

Subscribed and sworn to before me on May 18 2022
Lisa M Driggs

(Notary Signature) Notary Public in and for the State of Washington, residing at Yakima

Publication Cost: \$117.25
Order No: 30119
Customer No: 23209
PO #:



CITY OF SELAH NOTICE OF RESCHEDULED PUBLIC HEARING:

Application: On May 11, 2022, the City of Selah Community Development Department received a State Environmental Policy Act Checklist for the adoption of the City's 2023-2028 Six Year Transportation Improvement Program: Project Location: City wide: Complete Application: May 11, 2022: File Number: SEPA-2022-001: Approvals, Actions and Required Studies: City Council public hearing and adoption:

Notice of Rescheduled Open Record Public Hearing

Notice is hereby given that the public hearing originally scheduled for Tuesday, June 7, 2022 for the City's 2023-2028 TIP has been rescheduled for June 14, 2022, commencing at 5:30 p.m., or as soon thereafter as practical, the City of Selah City Council will conduct a public hearing in the Council Chambers, City Hall Bldg., 115 W. Naches Ave., Selah, WA. to consider adoption of the City of Selah 2023-2028 Six-Year Transportation Improvement Program (T.I.P.): A copy of the proposed 2023-2028 T.I.P. is on file and available for public inspection during regular business hours at the City of Selah Public Works Department, 222 S. Rushmore Rd, Selah, WA. Any person desiring to express his/her views or submit written comments on the proposed 2023-2028 T.I.P. is encouraged to attend the public hearing. Written comments received prior to 5:00 p.m. the day of the public hearing will be considered in the City Council deliberations. Changes to the proposed T.I.P. raised during the hearing by the public, Council members or staff will be considered and may be adopted and included in the City of Selah's T.I.P. without further public hearings. Dated this 18th day of May 2022. /s/ Jeff Peters, City Planner, Community Development Supervisor.

Publication Cost: \$117.25
Order No. 30119
Customer No 23209
PO #

MAY 20 2022

(30119) May 18, 2022





CITY OF SELAH

Planning Department • 222 South Rushmore RD • Selah, WA 98942 • Ph (509) 698-7365 • www.selahwa.gov

Determination of Nonsignificance

Description of Proposal: State Environmental Policy Act Checklist for the adoption of the City's 2023-2028 Six Year Transportation Improvement Program.

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

Location of Proposal including street address, if any: City Wide

Lead Agency: City of Selah

City File Number: SEPA 2022-001

The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This DNS is being issued using the process in WAC 197-11-355. There is no further comment period.

Responsible Official: Joseph, Henne

Position / Title: City Administrator/SEPA Responsible Official

Signature:

Date of Issuance: June 1, 2022

Appeals: You may appeal this determination to the Selah City Council by filing a written appeal with the required \$300.00 filing fee at the Selah Planning Department, 222 S. Rushmore Road no later than 5:00 p.m. on June 6 2022. You should be prepared to make specific factual objections. Contact the Planning Department at 698-7365 to read or ask about the procedures for SEPA appeals.





**CITY OF SELAH
AFFIDAVIT OF MAILING**

**STATE OF WASHINGTON
COUNTY OF YAKIMA**

I, Jennifer Leslie, being first duly sworn on oath dispose and says:

I am an employee of the City of Selah, 222 South Rushmore Road, Selah, Washington; that I did on the 1th day of June, 2022 caused to be mailed, 27 envelopes, containing a true and correct copy of the Determination of Nonsignificance SEPA-2022-001. Said envelopes mailed from Selah, WA with the correct first class postage and addressed to the persons having made written or verbal comment regarding these files.

A listing of the persons to whom notice has been mailed is contained in file SEPA-2022-001.

Signed

**STATE OF WASHINGTON
COUNTY OF YAKIMA**

On this day personally appeared before me Jennifer Leslie to me known to be the individual referenced herein and who caused to be mailed the Determination of Nonsignificance SEPA-2022-001

Given under my hand and official seal this 2nd day of June 2022.

Signed

Notary Public in and for the State of Washington, residing at Yakima, WA. My term expires: June 1, 2025



WA STATE DEPT OF HEALTH
EASTERN REGIONAL OFFICE
16201 EAST INDIANA AVE., STE 1500
SPOKANE, WA 99216

US FISH & WILDLIFE
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YAKIMA COUNTY PLANNING
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FAIRPOINT COMMUNICATIONS
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YAKIMA REGIONAL CLEAN AIR
186 Iron Horse Court, Suite 101
YAKIMA, WA 98901

SELAH SCHOOL DIST.
316 W. NACHES AVE.
SELAH, WA 98942

Department of Agriculture
Kelly McLain
PO Box 42560
Olympia, WA 98504-2560

U.S. WEST
8 SO. 2ND AVE.
YAKIMA, WA 98902

STATE D.O.T.
DISTRICT #5
2809 RUDKIN RD
UNION GAP, WA 98903-1648

NATURAL RESOURCES
CONSERVATION SERVICE
1606 PERRY, SUITE - F
YAKIMA, WA 98902

WA. ST. DEPT. OF FISH & WILDLIFE,
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1701 S. 24TH AVE.
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YAKIMA COUNTY FIRE MARSHALL
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YAKIMA COUNTY ASSESSOR
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Y.V.C.O.G.
311 N 4TH ST, SUITE 204
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DEPT. NATURAL RESOURCES
713 E. BOWER RD.
ELLENSBURG, WA 98926

DEPT. OF NATURAL RESOURCES
SEPA CENTER
P.O. BOX 47015
OLYMPIA, WA 98504-7015

US BUREAU OF RECLAMATION
1917 MARSH RD
YAKIMA, WA 98901-2058

FIRING CENTER
970 Firing Center Rd
Yakima, WA 98901

BUREAU OF INDIAN AFFAIRS
YAKAMA AGENCY
P.O. BOX 632
TOPPENISH, WA 98948

YAKIMA COUNTY ROADS
128 N. SECOND STREET 4TH FLOOR
YAKIMA, WA 98901



Leslie, Jennifer

From: Leslie, Jennifer
Sent: Thursday, June 2, 2022 8:47 AM
To: 'reviewteam@commerce.wa.gov'
Subject: City of Selah Determination of Nonsignificance
Attachments: Determination of Nonsignificance.pdf

Good morning,

Please see the attached Determination of Nonsignificance letter for the City of Selah.

Thank you!



Jennifer (Jenn) Leslie
Community Development and Planning Specialist
City of Selah/Public Works
222 S Rushmore Rd
Selah, WA 98942
509 698-7365



Leslie, Jennifer

From: Leslie, Jennifer
Sent: Thursday, June 2, 2022 8:46 AM
To: 'SEPA@dahp.wa.gov'
Subject: City of Selah Determination of Nonsignificance Letter
Attachments: Determination of Nonsignificance.pdf

Good morning,

Please see the attached Determination of Nonsignificance letter for the City of Selah.

Thank you!



Jennifer (Jenn) Leslie
Community Development and Planning Specialist
City of Selah/Public Works
222 S Rushmore Rd
Selah, WA 98942
509 698-7365





Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 6/14/2022
Agenda Number: N-1

Action Item

Title: Resolution adopting the Six Year Transportation Improvement Program for Secondary and Collector Arterial Streets within the City of Selah for the years 2023 to 2028.

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Staff is requesting the City Council to approve a Resolution adopting the 2023 to 2028 Six Year Transportation Improvement Program (TIP) as presented.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: None until project is selected.

Funding Source: Street Fund 111

Background/Findings/Facts: Each year the city is required to adopt the Six Year Transportation Improvement Program (TIP). The TIP is a list of transportation related projects. Attached is the 2023 to 2028 TIP for review and discussion.

Recommended Motion: Approve a Resolution adopting the 2023 to 2028 Six Year Transportation Improvement Program. *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:**

RESOLUTION NO. 2022

**A RESOLUTION ADOPTING THE SIX YEAR TRANSPORTATION
IMPROVEMENT PROGRAM FOR SECONDARY AND COLLECTOR
ARTERIAL STREETS WITHIN THE CITY OF SELAH FOR THE
YEARS 2023 to 2028**

WHEREAS, the Session Laws of 1949, State of Washington, require that cities of the State to establish a comprehensive street program for the improvement to secondary and collector arterial streets; and

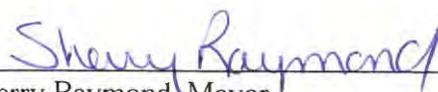
WHEREAS, the City of Selah desires to make use of the one-half (1/2) cent gas tax funds for the improvements of certain streets; and

WHEREAS, pursuant to the requirements of RCW 35.77.110 and RCW 36.81.121, the City of Selah has prepared a transportation improvement program for the ensuing six years; and

WHEREAS, a notice of Public Hearing for June 14, 2022, has been published in accordance with the laws of the State of Washington;

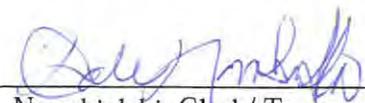
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the transportation street program entitled the "Six Year Transportation Improvement Program, 2023 to 2028 attached hereto and incorporated herein by reference be adopted.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of June 2022.



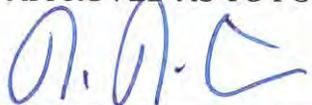
Sherry Raymond, Mayor

ATTEST:



Dale Novobielski, Clerk/ Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 6/14/2022
Agenda Number: N-2

Action Item

Title: Resolution Authorizing the Mayor to Sign an Eight-Page Letter Agreement with D.A. Davidson & Company with Regard to Issuance of Bond(s) for the Proposed Justice Center

From: Rob Case, City Attorney

Action Requested: Approval

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

Board/Commission Recommendation: Not Applicable

Fiscal Impact: None, at present

Funding Source: N/A, at present

Background/Findings/Facts: The City Council previously directed staff to prepare for and proceed with a fall 2022 ballot measure with regard to obtaining funding for construction of a proposed justice center. The specific plan is to seek voter approval of one or more municipal bonds (*i.e.*, loans obtained by the City and repaid over time). The City requires outside assistance with regard to the bond(s). The entity of D.A. Davidson & Company has the requisite experience and capabilities to provide the assistance the City requires. An eight-page letter agreement has been prepared, which if approved would formally engage D.A. Davidson. A copy of the proposed letter agreement is appended hereto. Notably, the City will not incur any immediate fiscal impact by entering into the letter agreement. Rather, D.A. Davidson will only earn compensation if and when the bond(s) are actually approved by the voters and issued by the City. Then, its total compensation will be less than 0.70% of the principal amount of the bond(s).

Recommended Motion: I move to approve the 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. 2923

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN EIGHT-PAGE LETTER AGREEMENT WITH D.A. DAVIDSON & COMPANY WITH REGARD TO ISSUANCE OF BOND(S) FOR THE PROPOSED JUSTICE CENTER

WHEREAS, the City Council previously directed staff to prepare for and proceed with a fall 2022 ballot measure with regard to obtaining funding for construction of a proposed justice center; and

WHEREAS, the specific plan is to seek voter approval of one or more municipal bonds (*i.e.*, loans obtained by the City and repaid over time); and

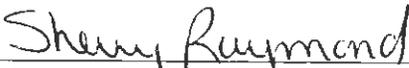
WHEREAS, the City requires outside assistance with regard to the bond(s), and the entity of D.A. Davidson & Company has the requisite experience and capabilities to provide the assistance the City requires; and

WHEREAS, an eight-page letter agreement has been prepared, which if approved would formally engage D.A. Davidson; and

WHEREAS, the terms of the letter agreement are acceptable to staff, and staff is recommending that the City Council authorize the Mayor to sign the letter agreement on behalf of the City;

NOW THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the eight-page letter agreement with D.A. Davidson & Company in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of June, 2022.



Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney



May 30, 2022

City of Selah
115 West Naches Avenue
Selah, Washington 98942
Attention: Mr. Joe Henne, City Administrator
Mr. Dale Novobielski, Clerk/Treasurer

On behalf of D.A. Davidson & Co. (“we” or “Davidson”), thank you for the opportunity to serve as underwriter (or “placement agent”) for the City of Selah, Washington (the “Issuer”) on the Issuer’s proposed offering and issuance of Unlimited Tax General Obligation Bonds and possible Limited Tax General Obligation Bonds (the “Bonds”). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Bonds are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as managing underwriter or placement agent on the proposed offering and issuance of the Bonds, and in such capacity Davidson agrees to provide the following services:

- Provide various bond structures, including payment terms, prepayment options, and estimated interest rates. Provide a comparison of a public bond sale that is rated versus a private placement directly to a bank. For a voted bond, provide estimated bond levy rates and monthly cost to the average home value for the various financing options
- Develop a marketing plan for the offering, including identification of potential investors
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- Assist in preparing materials to be provided to the rating agency and in developing strategies for meetings with the ratings agency
- Consult with bond counsel and other service providers with respect to the Bonds
- Inform the Issuer of the marketing and offering process

- Negotiate the pricing, including the interest rate, and other terms of the Bonds
- Obtain CUSIP number(s) for the Bonds and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and delivery of the Bonds
- Perform such other usual and customary underwriting services as may be requested by the Issuer
- As Placement Agent, send out a Request for Proposal Term Sheet to various banks (35+) for a fixed interest rate bid, with the specified term and prepayment option. (With a private placement to a bank, there is no Official Statement and no rating presentation.)

Davidson may provide incidental financial advisory services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Securities. Davidson is required to make the following disclosure pursuant to MSRB Rule G-23: Davidson will be providing such advisory services in its capacity as underwriter and not as a financial advisor to the Issuer. As underwriter, Davidson will not be required to purchase the Securities except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Securities.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

In addition, the Issuer acknowledges receipt of a letter outlining certain regulatory disclosures as required by the Municipal Securities Rulemaking Board and attached to this agreement as Exhibit A. The Issuer further acknowledges Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Fees and Expenses. Davidson's proposed underwriting fee/spread will be less than 0.70% times the principal amount of the Securities issued (which is less than 1%). The underwriting fee/spread will represent the difference between the price that Davidson pays for the Securities and the public offering price stated on the cover of the final official statement. The Issuer shall be responsible for paying other costs of issuance, including without limitation, bond counsel, rating agency (if any), and all other expenses incident to the performance of the Issuer's obligations under the proposed offering.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Securities. Notwithstanding the foregoing, either party may terminate Davidson's engagement at any time without liability of penalty with written notice to the other party. If Davidson's engagement is terminated by the Issuer, the Issuer agrees to reimburse Davidson for its out-of-pocket expenses incurred to the date of termination.

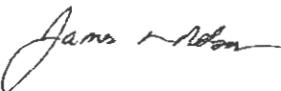
5. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Washington. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A. DAVIDSON & CO.

By:  _____

Title: Senior Vice President

Accepted this 14 day of June, 2022

City of Selah, Washington

Name (print): Sherry Raymond

Signature: Sherry Raymond

Title: Mayor

COPY

EXHIBIT A

May 30, 2022

City of Selah
115 West Naches Avenue
Selah, Washington 98942
Attention: Mr. Joe Henne, City Administrator
 Mr. Dale Novobielski, Clerk/Treasurer

Re: Disclosures by D.A. Davidson & Co. as Underwriter
Pursuant to MSRB Rule G-17 and G-23
City of Selah, Washington. Unlimited Tax General Obligation Bonds and possible Limited
Tax General Obligation Bonds

Dear Joe and Dale:

We are writing to provide you, as City Administrator of the City of Selah, Washington, and Clerk/Treasurer of the City of Selah, Washington, ("Issuer"), with certain disclosures required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 that relate to the proposed offering and issuance of the Unlimited Tax General Obligation Bonds and possible Limited Tax General Obligation Bonds (the "Bonds").

The Issuer has engaged D.A. Davidson & Co. ("Davidson") to serve as an underwriter (or placement agent), and not as a financial or municipal advisor, in connection with the issuance of the Bonds. As part of our services as underwriter or placement agent, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. The specific terms of our engagement will be as set forth in a bond purchase agreement to be entered into by the parties if and when the Bonds are priced following successful completion of the offering process.

1. Dealer-Specific Conflicts of Interest Disclosures

Davidson has identified the following actual or potential material conflicts:

An employee of the underwriter is a Reviewing Member for the Washington Public Treasurer's Association Debt Policy Review Panel. In this capacity, the employee participates in reviewing possible debt policies for potential issuers and is not compensated.

2. Transaction-Specific Disclosures

Since Davidson has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a "complex municipal securities financing" to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and

reasonably foreseeable at that time.

3. Standard Disclosures

A. Disclosures Concerning the Underwriters' Role:

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) An underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
- (v) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- (vi) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.¹

B. Disclosures Concerning the Underwriters' Compensation:

- (i) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

4. Questions and Acknowledgment.

Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth below. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgement that you received these disclosures.

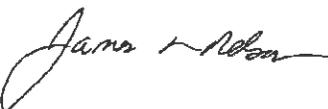
Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Again, we thank you for the opportunity to assist you with your financing and the confidence you have placed in us.

Very truly yours,

D.A.DAVIDSON & CO.

By: James M. Nelson

Signature: 

Title: Senior Vice President

Accepted this 14 day of June, 2022

City of Selah, Washington

Name (print): Sherry Raymond

Signature: Sherry Raymond

Title: Mayor

ORIGINAL



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 6/14/2022
Agenda Number: N-3

Action Item

Title: Resolution Authorizing a ten percent match of the City's ARPA funds and Authorizing the Public Works Director to sign the Yakima County ARPA Funding Application for Park, Street, and Water improvements.

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$2,025,104.00 of which the City is committing to a 10% match

Funding Source: ARPA

Background/Findings/Facts: The City intends to submit a funding application to Yakima Count, in pursuit of ARPA funds that could be used to construct multiple Parks improvements, Street improvements, and Water improvements as seen in the supporting documents accompanying this AIS. The total of all improvements is estimated to be \$2,025,140.00. In an attempt to better the City's likely hood of being funded. staff is requesting Council commit 10% of the City's own ARPA funds towards the projects. This will be an approximate commitment of \$202,514.00. Via this AIS, City staff is asking the City Council to approve the attached proposed Resolution which, itself, will then commit a 10% match to the projects and authorize the Public Works Director to sign the application.

Recommended Motion: I move to approve the 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:**

RESOLUTION NO. 2924

RESOLUTION AUTHORIZING A TEN PERCENT MATCH OF THE CITY'S ARPA FUNDS AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO SIGN THE YAKIMA COUNTY ARPA FUNDING APPLICATION FOR PARK, STREET, AND WATER IMPROVEMENTS.

WHEREAS, The City of Selah wishes to construct park, street, and water improvements in multiple location throughout the City; and

WHEREAS, the City of Selah is committing a ten percent match to the total project: and,

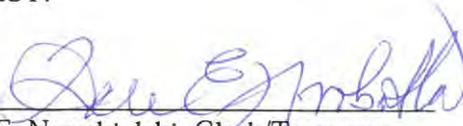
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the City commit a ten percent match of the City's ARPA funds up to \$202,514.00 and the Public Works Director is authorized to sign the Yakima County ARPA funding application.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of June 2022.



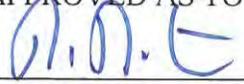
Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



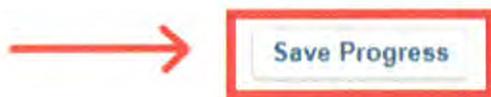
Rob Case, City Attorney

RESOLUTION NO. 2924

2022 Yakima County ARPA Funds Application

Yakima County is accepting applications for American Rescue Plan Act (ARPA) Funding. To be considered for funding, the individual/organization's (hereafter "applicant") project must align with both a project category as set forth by Yakima County and an expenditure category as set forth by the U.S. Department of the Treasury.

During this application you will have the ability to save your progress so that you may continue at another time. Please be sure to save your progress. You can do so by clicking the "Save Progress" button located at the top of this form.



Throughout this application, there are several forms that need to be downloaded and saved to your computer. These forms will need to be downloaded, filled out, saved to your computer, and then attached at the bottom of this application prior to submitting.

****Please be sure to download, fill out, and save the following forms to your computer****

Requesting Entity Name*
Fill in the box

Date*
Fill in the box

Project Name*
Fill in the box

Yakima County Project Categories

Examples listed below are general in nature, intended to convey a broad illustration of corresponding projects. Please review the following project categories. **By selecting yes or no, please indicate which category your project best aligns with.**

Supporting Recovery

Yakima County is committed to helping our community recover from the pandemic. It is important to ensure that health and welfare insecurities that have been created or intensified by the pandemic are addressed. Investments in fire and emergency response and our local healthcare system will increase the quality of care and emergency response.

Examples of projects in this category include: programs providing mental health services, child care, access to youth sports/activities, support for families experiencing homelessness, and fire/life/safety equipment.

Select one: Yes No

Reconnecting Community

COVID-19 has forced us into social distancing, isolation and quarantine. These conditions may foster widespread anxiety and loneliness in our community. Through the expansion and refurbishment trails and parks, vibrant public spaces and community events, the residents of Yakima County will enjoy the benefits of good health. It's important to remedy negative emotional climates with strategies to reconnect our community.

Examples of projects in this category include: programs support local events, tourism, and economic development.

Select one: Yes No

Building Resiliency

With a focus on shovel ready projects, Yakima County will expand existing road and utility infrastructure which will increase the ability of households to connect to municipal drinking water, superior wells, sewer, or superior drain fields, and expand broadband across the County. These improvements will increase public health and safety while simultaneously increasing affordable housing development opportunities.

Examples of projects in this category include: programs investing in physical plant improvements, and purchase of equipment.

Select one: Yes No

Department of the Treasury Expenditure Category*

Fill in the box

Review the Expenditure Categories on the County's website [here](#) and in the box above, type in which Treasury expenditure category with which your project aligns.

Checklist

This checklist is provided as a tool to assist you in the completion of your application. Remember, late and/or incomplete applications will not be accepted. If you have questions regarding your application, please contact Craig Warner at (509) 574-1313 or craig.warner@co.yakima.wa.us. (Check all boxes after reading):

Yakima County ARPA funds will be distributed on a reimbursable basis.*

Yes

Applicant's household, organization, and/or clients are located within the County limits of Yakima County?*

Yes

Does the proposed project meet at least one of the Yakima County Project Categories and at least one of the Federal Expenditure categories detailed above?*

Yes

Applications will only be accepted electronically through the application process.*

Yes

If applying on behalf of a business or nonprofit organization, did you attach a completed W-9 form to your application? A fillable W-9 form is available below for download.*

Yes

(W-9 Form in [2022 application folder.](#))

Upload your completed W-9 Form here in PDF or JPG.

[Choose folder button](#)

*If applying for a nonprofit organization or a business, this is a required field.

I have downloaded, filled out, and attached the required ARPA Project Budget form to this application before submission.*

Yes

([ARPA Project Budget Form](#) in 2022 application folder.)

Upload your completed ARPA Project Budget Form here in PDF or JPG.

[Choose folder button](#)

*This is a required field.

I have reviewed and will abide by Chapter 2, Part 200 of the Code of Federal Regulation (CFR) and Title 6 of the Civil Rights Act of 1964.*

Yes

[Chapter 2, Part 200 of the Code of Federal Regulation \(CFR\)](#) (active link)

[Title 6 of the Civil Rights Act of 1964](#) (active link)

The County will be developing and implementing a communication plan to share stories of how ARPA funds have impacted the community. Applicant agrees to participate in County communication activities, and to provide the County with information about how ARPA funds have impacted the Awardee – either individually or in a corporate capacity – and/or the Yakima County community.*

Yes

I understand a project wrap-up report is required upon completion of project.*

Yes

Did you complete the Categorization questions above, read and agree to all Certification statements below, and complete this checklist?*

Yes

- Categorization questions are listed under "Yakima County Project Categories" on this form.
- Certification statements are located after "Budget Narrative" on this form.

SUBMISSION DEADLINE

Friday, June 24th, 2022

4:30 p.m.

Completed applications must be filed electronically and received by the date and time specified. Applications must be electronically filed.

Applicant Information (Business or Nonprofit Organization)

If applying on behalf of an individual/household, please skip to Application Information (Individual or Household).

All fields marked as such are required fields. Response required for application to be considered complete.

1. Legal Name of the Applicant (if applicable):
* This is a required field
2. Doing Business As (DBA) Name (if applicable):
3. Unified Business Identifier (UBI) Number (if applicable):
* This is a required field
4. Applicant Street Address:
* This is a required field
5. City
* This is a required field
6. State
* This is a required field
7. Zip Code
* This is a required field
8. Applicant Mailing Address (if different from above):
9. City
- 10.State
- 11.Zip Code

12. Applicant Website (Please enter "N/A" if none):

* This is a required field

13. Applicant Name:

* This is a required field

14. Applicant Title:

* This is a required field

15. Applicant Phone Number:

* This is a required field

16. Applicant Email Address:

* This is a required field

17. Project Contact (if different from applicant):

18. Project Contact Phone:

19. Project Contact Email:

Applicant Information (Individual or Household)

20. Applicant Street Address:

* This is a required field

21. City:

* This is a required field

22. State:

* This is a required field

23. Zip Code:

* This is a required field

24. Applicant Mailing Address (if different from above):

25. City:

26. State:

27. Zip Code:

28. Applicant Phone:

* This is a required field

29. Applicant Email:
* This is a required field

30. Applicant Name:
* This is a required field

31. Project Contact (if different from applicant):

32. Project Contact Phone:

33. Project Contact Email:

Project Evaluation

34. Please select the eligible use category that fits your needs:*

35. Describe how the applicant will use ARPA funds, if awarded:*

*Maximum 500 characters

36. Briefly describe the applicant's qualifications to administer the award and produce the project:*

*Maximum 500 characters

37. Briefly describe the applicant's capacity to produce this project:*

* Maximum 500 characters

38. How does this project support at least one of the Yakima County's Project Categories: Supporting Recovery, Reconnecting Community, or Building Resiliency?*

*Maximum 500 characters

Category descriptions available listed above in "Yakima County Project Categories"

39. How does this project specifically support the Federal Expenditure category identified above in your application?*

*Maximum 500 characters

The Expenditure Categories can be found above, or by [clicking here](#)

40. Please indicate how much, if any, other COVID-relief funding your organization has received and what it was used for:*

41. Please indicate any other COVID-related relief that you have applied for or will be applying for that you are awaiting a response.*

Demonstration of Need

42. Is this project included in an adopted City/County plan or another documented community need?*
- *Maximum 500 characters

Yakima County Comprehensive Plan: <https://www.yakimacounty.us/846/Horizon-2040-Comprehensive-Plan>

Yakima County Homelessness Policy Advisory Committee recommendations: <https://www.yakimacounty.us/DocumentCenter/View/23705/Yakima-County-5-Year-Plan-to-Address-Homelessness-2019-2024?bidId=>

Please identify the Community plan if not listed above.

43. Briefly describe the need of the Yakima community that this project addresses:*
- *Maximum 500 characters

Community Support and Partnerships

44. Has the applicant secured partnerships within the Yakima County community to achieve the project? Briefly describe such partnerships and list community and/or business partners.*
- *Maximum 500 characters

Financial Support

45. Briefly describe non-County funding sources that will provide financial support to this project, if any:*
- *Maximum 500 characters
46. Has the applicant applied for other Federal, State or local funding? If so, describe the source(s) and amount(s) applied for, and any awards received:*
- *Maximum 500 characters
47. List any other funding sources (e.g. fees, donations, grants) the applicant has received or is pursuing to support the project:*
- *Maximum 500 characters
48. Will the project be complete with requested funds?*
- *Maximum 500 characters
49. Can the project be completed with an award of partial funding? If so, briefly describe how the project will be adapted if partial funding is awarded:*
- *Maximum 500 characters
50. How will the applicant support the project after ARP funds are no longer available?:*
- *Maximum 500 characters

51. Has your organization been made ineligible to receive federal assistance due to debarment, suspension, or by voluntary exclusion for lower tier covered transactions?*

Project Budget

Please provide an attached line-item detailed budget (including whether your various match items will be cash or in-kind) for the project in the attachment section at the bottom of this application.

This form is available for download [here](#)

For an example of a line-item detailed budget see example image below:



2022 YAKIMA COUNTY
ARP FUNDS APPLICATION

Project Budget – EXAMPLE

Please provide a line-item detailed budget for the project. Please specify whether your various match items will be cash or in-kind.

ITEM	ARPA FUNDS REQUEST	MATCH		TOTAL
		CASH	IN-KIND	
Personnel	\$10,000	\$5,000		\$15,000
Building Materials	\$20,000	\$5,000	\$5,000	\$30,000
Rent	\$25,000			\$25,000
Advertising/Marketing	\$5,000		\$2,500	\$7,500
TOTAL	\$60,000	\$10,000	\$7,500	\$77,500

If you have not already, please upload your completed ARPA Project Budget Form here in PDF or JPG.

[Choose folder button](#)

*This is a required field

Budget Narrative

52. In the space below, please include any information which you feel may provide useful background on your proposed project budget, such as source and rate at which matching labor costs are calculated, etc.'

Certification

By checking "Agree" or "Disagree" on this certification, I understand and affirm that:

53. Yakima County ARPA awards will be distributed on a reimbursement basis. Yakima County will only reimburse those costs actually incurred and only after the expense is incurred, paid for, and a signed Request for Reimbursement form (or other form acceptable to the County) has been submitted to the County, including copies of the invoices and payment documents. Purchases/expenses made prior to contract execution are not eligible.'
- Agree
54. Business/nonprofit applicants, or an identified partner, must have a Washington State Business License or a documented 501(c)3 or (c)6 designation. Such status is required to be eligible for receipt of ARPA funds. I understand it may take 30-60 days from the date of County Commissioner approval for a contract to be fully executed, and that I cannot expend monies on reimbursable expenses until that time.'
- Agree
55. Applicants may apply for multiple projects, but only one application per project.'
- Agree
56. If awarded, funds will be used only for purposes described in this application. I understand that any award is a one-time award which does not create an obligation or guarantee of continued funding by the Yakima County, and the use of funds is subject to audit by the Washington State Auditor.'
- Agree
57. If awarded, I or my organization intends to enter into a services contract with the Yakima County, provide liability insurance and additional insured endorsement documentation as may be required for the duration of the contract naming Yakima County as an additional insured and in an amount determined by the County.'
- Agree
58. I have reviewed, and if awarded funds, will abide by federal and Yakima County procurement policies.'

Policy documents available for review [here](#) at the bottom of the page.

Agree

59. Awards will be determined by Yakima County in its sole discretion. Applications may be awarded for the full or a partial amount of the total requested, or declined. If not awarded the full requested amount, applicant can decline the award; if not declined, applicant will provide additional information of how a partial award will be expended.

Agree

60. I certify that I have the legal authority of the individual or organization represented herein to submit this request for funding on its/their behalf, and I further certify that the information submitted is true and correct to the best of my knowledge. I understand that Yakima County will rely on the accuracy of the submittals and certifications made in conjunction with this application. Any misrepresentation of inaccurate information may result in a repayment of funds.

Agree

In submitting this application, I swear under penalty of perjury under the laws of the State of Washington that the foregoing information contained in this application is true and correct to the best of my knowledge and belief.

61. First and Last Name*

62. Title*

63. Date*

Please attach any supporting materials that would assist us in assessing your application (pre-COVID or COVID); financial statements, operational metrics, key invoices/quotes, a detailed list for proposed use of funds, project plans for water, sewer or broadband infrastructure projects, etc.

Choose folder button

PLEASE NOTE: The maximum file size limit for attachments is 25MB. If your file(s) exceed this size, please compress the files (by using a file compression software, such as WinZip) prior to attaching them to this form.

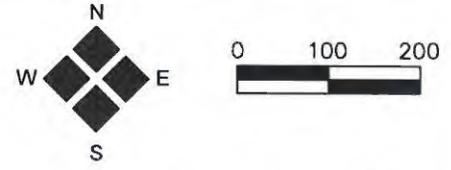
Receive an email copy of this form.

Email address

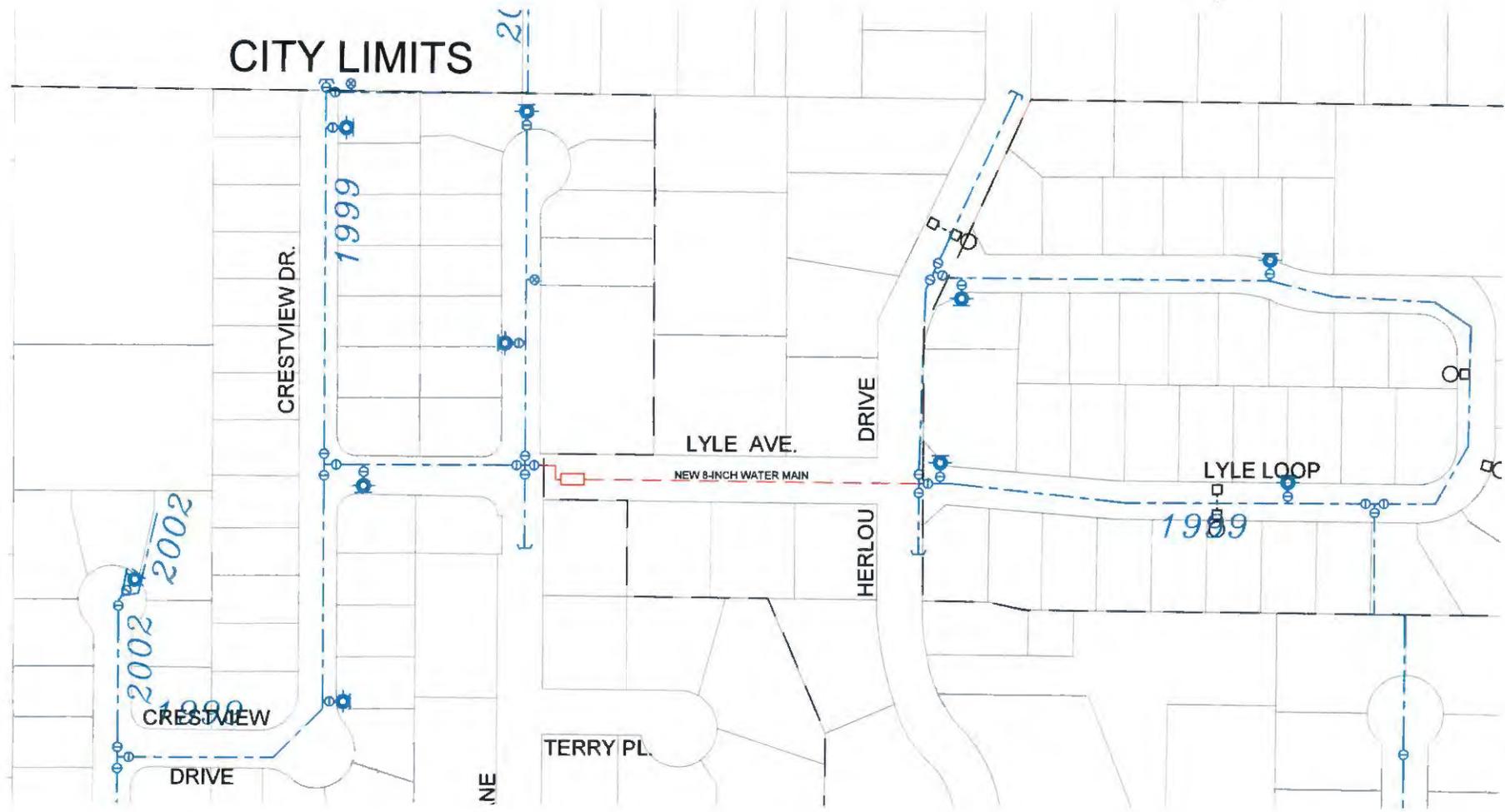
[Fill in the box](#)

This field is not part of the form submission.

Submit



CITY LIMITS



HLA
Engineering and Land Surveying, Inc.

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



6/8/2022

CITY OF SELAH
LYLE LOOP WATER MAIN EXTENSION
AND PRV STATION
VICINITY MAP

P: \PROJECTS\2022\22006\ARPA\2022-05-27 ARPA.DWG

CITY OF SELAH

6/8/2022

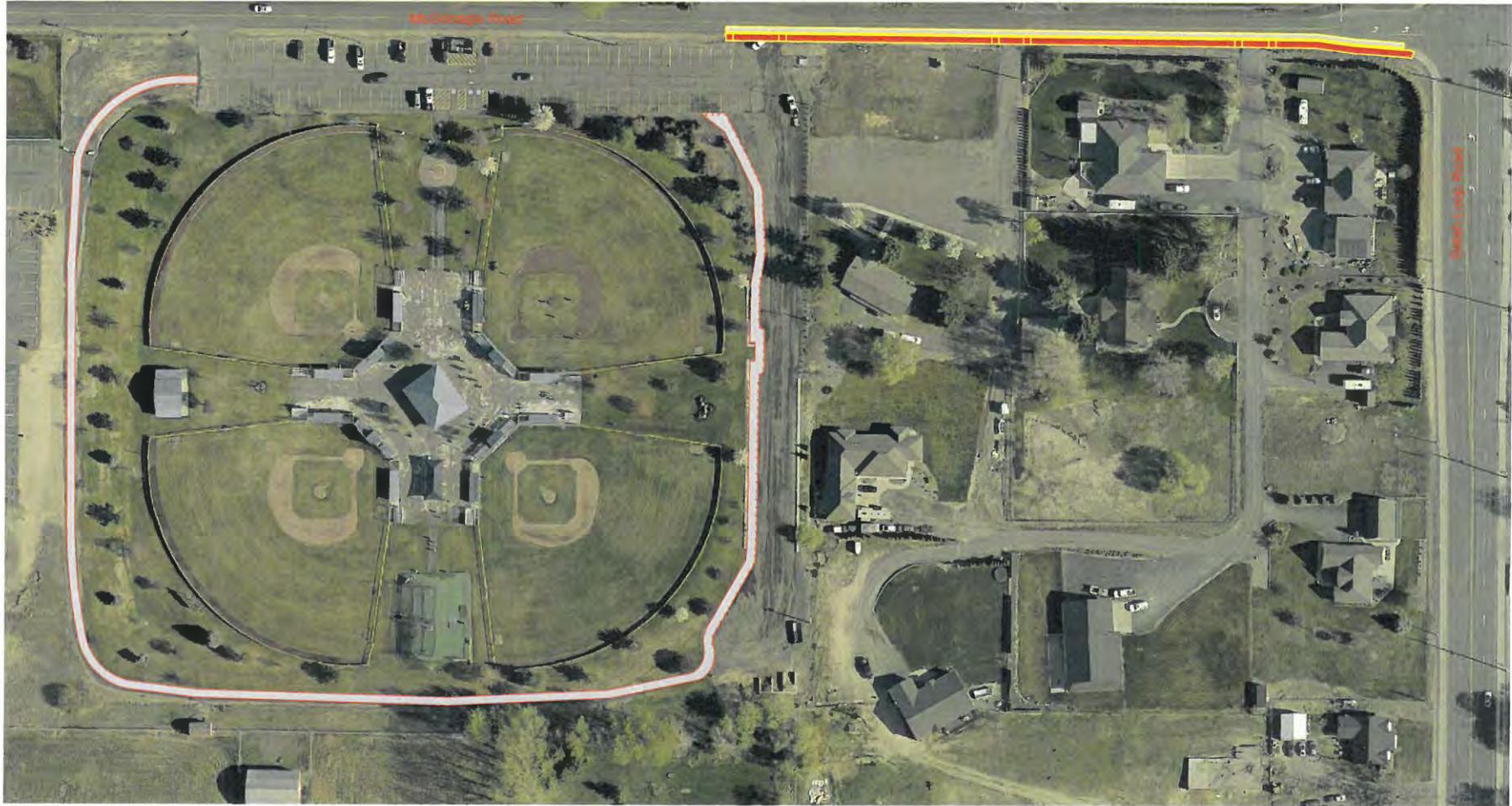
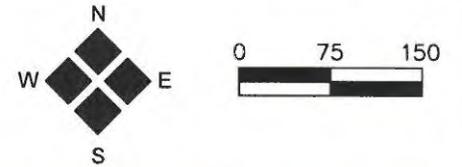
ARPA Estimate

Lyle Loop Improvements

Engineer's Opinion of Construction Cost

HLA Project 22006G

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Minor Change	1-04.4(1)	FA	\$10,000.00	1	\$10,000.00
2	Mobilization	1-09.7	LS	\$20,000.00	1	\$20,000.00
3	Project Temporary Traffic Control	1-10.5	LS	\$20,000.00	1	\$20,000.00
4	HMA Surface Repair	5-04.5	SY	\$75.00	350	\$26,250.00
5	Shoring or Extra Excavation	7-08.5	LF	\$1.00	520	\$520.00
6	Select Backfill, as Directed	7-08.5	CY	\$60.00	100	\$6,000.00
7	D.I. Pipe for Water Main 8 In. Diam.	7-09.5	LF	\$100.00	520	\$52,000.00
8	Gate Valve 8 In.	7-12.5	SY	\$2,400.00	2	\$4,800.00
9	Packaged PRV Station, Complete	7-13.5	LS	\$80,000.00	1	\$80,000.00
Subtotal						\$219,570.00
Sales Tax					8.3%	\$18,230.00
Subtotal w/ Sales Tax						\$237,800.00
Contingency					15%	\$35,700.00
Subtotal w/ Contingency						\$273,500.00
Design Engineering					15%	\$41,000.00
Construction Engineering					15%	\$41,000.00
Total						\$355,500.00
Terry D. Alapeteri, PE HLA Engineering and Land Surveying, Inc.		_____ Date				



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



6/8/2022

CITY OF SELAH
SELAH PARK IMPROVEMENTS
MCGONAGLE PARK
VICINITY MAP

P: \PROJECTS\2022\22006\ARPA\2022-05-27 ARPA.DWG

PHASE 1: PATHWAY IMPROVEMENTS

Schedule A: Wlxson Park

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Minor Change	1-04.4(1)	FA	\$5,000.00	1	\$5,000.00
2	Mobilization	1-09.7	LS	\$6,300.00	1	\$6,300.00
3	Unclassified Excavation Incl. Haul	2-03.5	CY	\$80.00	185	\$14,800.00
4	Separation Fabric	2-12.5	SY	\$5.00	835	\$4,175.00
5	Crushed Surfacing Base Course	4-04.5	TON	\$50.00	270	\$13,500.00
6	HMA Cl. 3/8-Inch PG 64H-28	5-04.5	TON	\$250.00	95	\$23,750.00
7	Erosion/Water Pollution Control	8-01.5	FA	\$1,000.00	1	\$1,000.00
Schedule A Subtotal						\$68,525.00

Schedule B: Playland Park

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Minor Change	1-04.4(1)	FA	\$5,000.00	1	\$5,000.00
2	Mobilization	1-09.7	LS	\$6,500.00	1	\$6,500.00
3	Unclassified Excavation Incl. Haul	2-03.5	CY	\$80.00	190	\$15,200.00
4	Separation Fabric	2-12.5	SY	\$5.00	835	\$4,175.00
5	Crushed Surfacing Base Course	4-04.5	TON	\$50.00	275	\$13,750.00
6	HMA Cl. 3/8-Inch PG 64H-28	5-04.5	TON	\$250.00	95	\$23,750.00
7	Erosion/Water Pollution Control	8-01.5	FA	\$1,000.00	1	\$1,000.00
8	Pavement Markings	8-22.5	LS	\$2,000.00	1	\$2,000.00
Schedule B Subtotal						\$71,375.00

Schedule C: McGonagle Park

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Minor Change	1-04.4(1)	FA	\$5,000.00	1	\$5,000.00
2	Mobilization	1-09.7	LS	\$12,200.00	1	\$12,200.00
3	Unclassified Excavation Incl. Haul	2-03.5	CY	\$80.00	380	\$30,400.00
4	Separation Fabric	2-12.5	SY	\$5.00	1,710	\$8,550.00
5	Crushed Surfacing Base Course	4-04.5	TON	\$50.00	555	\$27,750.00
6	HMA Cl. 3/8-Inch PG 64H-28	5-04.5	TON	\$250.00	195	\$48,750.00
7	Erosion/Water Pollution Control	8-01.5	FA	\$1,000.00	1	\$1,000.00
Schedule C Subtotal						\$133,650.00

Phase 1 Subtotal						\$273,550.00
Contingency					15%	\$41,040.00
Subtotal w/ Contingency						\$314,590.00
Design Engineering					15%	\$47,190.00
Construction Engineering					15%	\$47,190.00
Phase 1 Total						\$408,970.00

PHASE 2: CARLON PARK IMPROVEMENTS

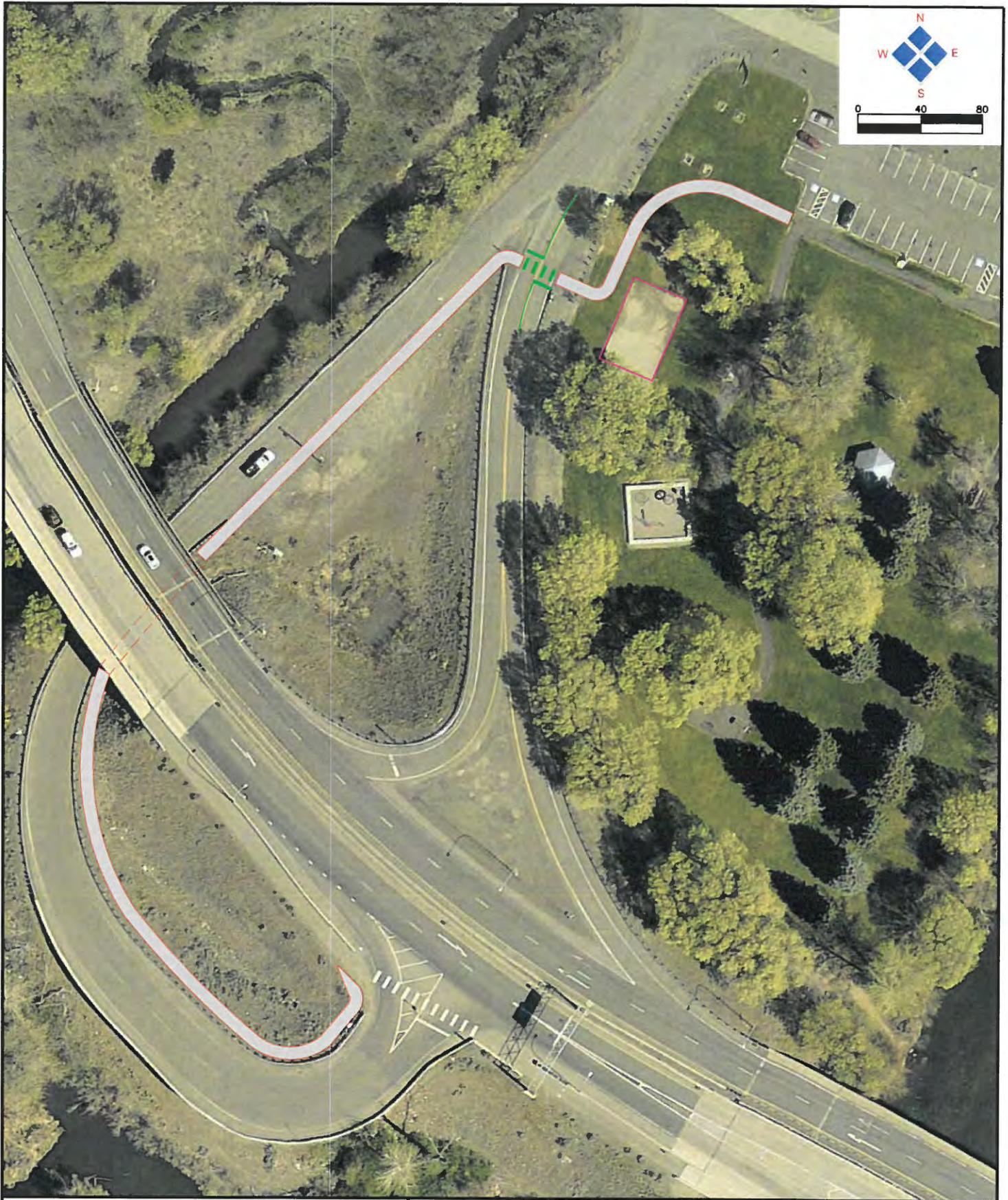
Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Mobilization	1-09.7	LS	\$63,700.00	1	\$63,700.00
2	Plening Biluminous Pavement - Tennis Court	5-04.5	SY	\$4.00	2,710	\$10,840.00
3	HMA Cl. 3/8-Inch PG 64H-28 - Tennis Court	5-04.5	TON	\$120.00	460	\$55,200.00
4	Remove and Replace Fence - Tennis Court	8-12.5	LS	\$20,500.00	1	\$20,500.00
5	Illumination System, Complete	8-20.5	LS	\$450,000.00	1	\$450,000.00
6	Skate Park Expansion	8-20.5	LS	\$100,000.00	1	\$100,000.00
Phase 2 Subtotal						\$700,240.00
Contingency					15%	\$105,040.00
Subtotal w/ Contingency						\$805,280.00
Design Engineering					15%	\$120,800.00
Construction Engineering					15%	\$120,800.00
Phase 2 Total						\$1,046,880.00

PHASE 3: MCGONAGLE ROAD SIDEWALK IMPROVEMENTS

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Minor Change	1-04.4(1)	FA	\$10,000.00	1	\$10,000.00
2	Mobilization	1-09.7	LS	\$13,000.00	1	\$13,000.00
3	Project Temporary Traffic Control	1-10.5	LS	\$10,000.00	1	\$10,000.00
4	Unclassified Excavation Incl. Haul	2-03.5	CY	\$60.00	260	\$15,600.00
5	Crushed Surfacing Base Course	4-04.5	TON	\$50.00	220	\$11,000.00
6	HMA Cl. 3/8-Inch PG 64H-28	5-04.5	TON	\$250.00	65	\$16,250.00
7	Erosion/Water Pollution Control	8-01.5	FA	\$1,000.00	1	\$1,000.00
8	Cement Conc. Traffic Curb and Gutter	8-04.5	LF	\$30.00	565	\$19,950.00
9	Cement Conc. Sidewalk 6-Inch Thick	8-14.5	SY	\$100.00	110	\$11,000.00
10	Cement Conc. Sidewalk 4-Inch Thick	8-14.5	SY	\$80.00	415	\$33,200.00
11	Pavement Markings	8-22.5	LS	\$2,000.00	1	\$2,000.00

Phase 3 Subtotal						\$143,000.00
Contingency					15%	\$21,450.00
Subtotal w/ Contingency						\$164,450.00
Design Engineering					15%	\$24,670.00
Construction Engineering					15%	\$24,670.00
Phase 3 Total						\$213,790.00
Total All Phases						\$1,669,640.00

Terry D. Alapeter, PE Date
 HLA Engineering and Land Surveying, Inc.



HLA
Engineering and Land Surveying, Inc.

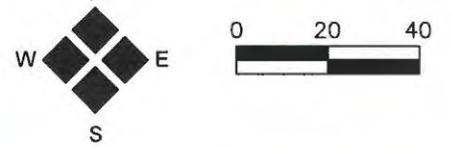
2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com



**CITY OF SELAH
SELAH PARK IMPROVEMENTS
PLAYLAND PARK**

6/8/2022

VICINITY MAP



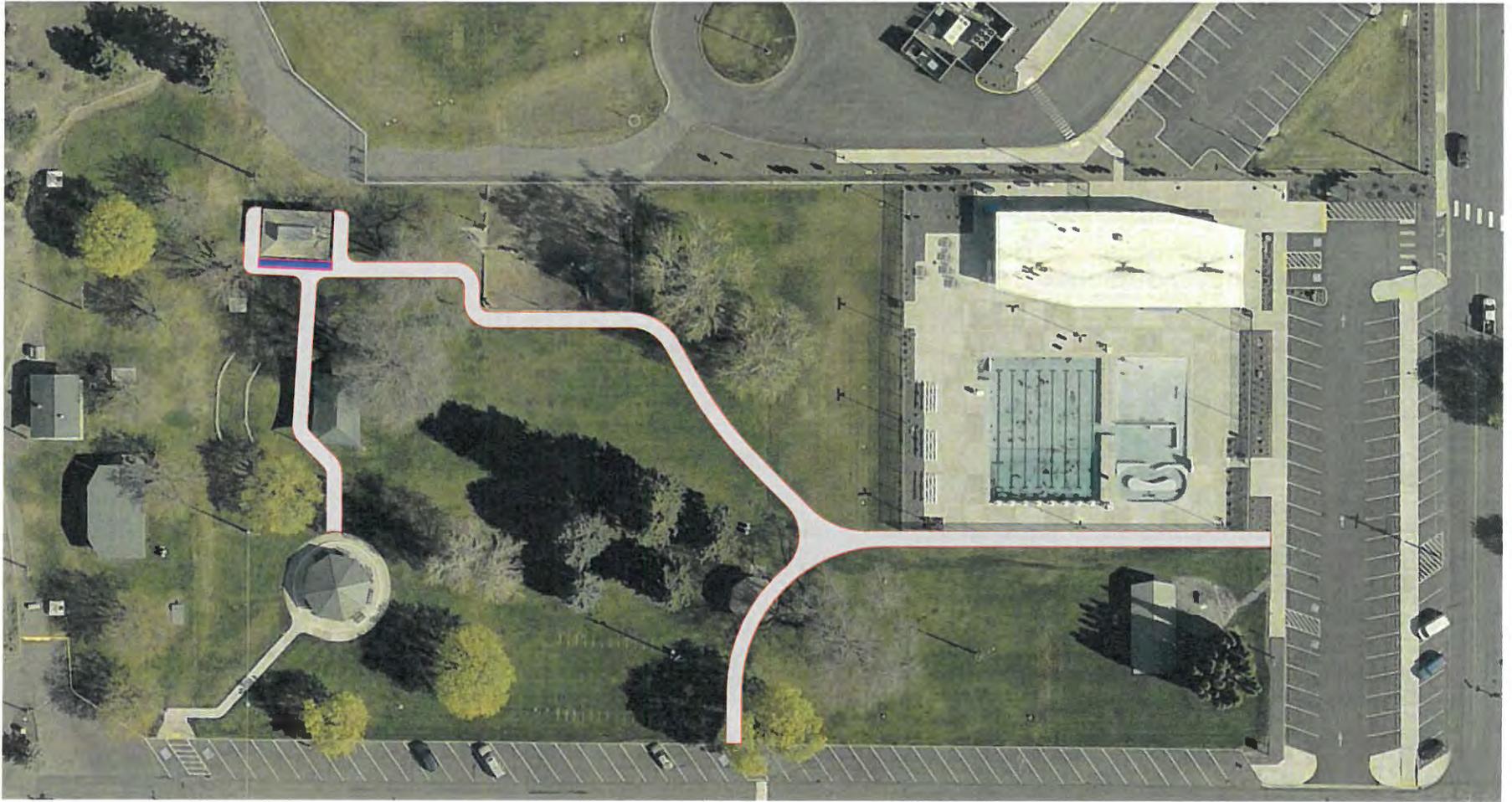
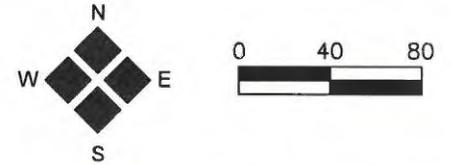
2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
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6/8/2022

CITY OF SELAH
SELAH PARK IMPROVEMENTS
CARLON PARK
VICINITY MAP

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2803 River Road
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6/8/2022

CITY OF SELAH
SELAH PARK IMPROVEMENTS
WIXSON PARK
VICINITY MAP

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Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 6/14/2022
Agenda Number: N-4

Action Item

Title: Resolution Declaring the Wood Field Athletic Fence at Carlon Park Project as Complete and Accepting Work and Materials

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$107,174.26

Funding Source: ARPA and WCIA

Background/Findings/Facts: The City contracted with Stiles Inc. (d/b/a L&S Fencing) to install 510 lineal feet of eight-foot tall fencing and 150 lineal feet of sixteen-foot tall fencing as the new baseball diamond outfield fence at Wood Field at Carlon Park. All work is finished and all materials are in place. Public Works inspected the work and materials, and has not noticed any defects or deficiencies. The work appears to meet the contract specifications. Thus, Public Works recommends that the City Council approve a Resolution that declares the project as complete and that accepts the work and materials.

Recommended Motion: I move to approve the 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:
4/26/2020	Resolution No. 2914 Authorizing the Mayor sign a construction contract between the City of Selah and Stiles Inc. (d/b/a L&S Fencing) for the Wood Field Athletic Fence at Carlon Park Project.
2/22/2022	Resolution No. 2901 Authorizing the Mayor to sign a two-page sworn statement in proof of loss document with Washington Cities Insurance Authority (WCIA) regarding property damage to the fence at Carlon Park

RESOLUTION NO. 2925

RESOLUTION DECLARING THE WOOD FIELD ATHLETIC FENCE AT
CARLON PARK PROJECT AS COMPLETE AND ACCEPTING THE WORK
AND MATERIALS

WHEREAS, the City contracted with Stiles Inc. (d/b/a L&S Fencing) to construct the new baseball diamond outfield fence at Wood Field at Carlon Park; and

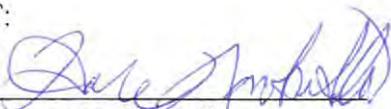
WHEREAS, all work is finished and all materials are in place, Public Works inspected the work and materials, and no defects or deficiencies were noted; and

WHEREAS, the work appears to meet the contract specifications, and thus Public Works recommends that the City Council declare the project as complete and accept the work and materials;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the project known as Wood Field Athletic Fence at Carlon Park is declared as complete and the City accepts the work and materials.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of June, 2022.

ATTEST:

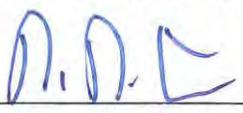


Dale Novobielski, Clerk Treasurer



Sherry Raymond, Mayor

APPROVED AS TO FORM:



Rob Case, City Attorney



CITY OF SELAH

Public Works Department
222 S. Rushmore Road
Selah, WA 98942

P: 509-698-7365
F: 509-698-7372

June 1st, 2022

Carlton Park – Parcel No. 18143621004

The City of Selah has performed a final inspection for the project Wood Field Athletic Fence at Carlton Park. This document is to certify the completion of work for the project performed by L.S. Fencing. The construction of all work performed including the construction of posts, fence fabric, concrete footings, fence fittings/bracings, and fencing gates has been inspected for completion and found to be acceptable to the City of Selah.

X 

Date: 6 - 1 - 22

Matthew Taylor
City of Selah
Engineering Technician





Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 6/14/2022
Agenda Number: N-5

Action Item

Title: Resolution Authorizing the Mayor to Sign a Seven-Page “Settlement Agreement” between the City, Codefendants and Plaintiffs on the SAFE Litigation, and Also Rescinding Prior Resolution No. 2895 with Regard to an Earlier Version of the Settlement Agreement.

From: Rob Case, City Attorney

Action Requested: Approval

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

Board/Commission Recommendation: Not Applicable

Fiscal Impact: All settlement funds will be paid by the City’s risk insurance pool, and the City will contribute a maximum of \$25,000.00 toward creation of a mural

Funding Source:

Background/Findings/Facts: On January 25, 2022, the City Council approved a proposed Resolution (which then became Resolution No. 2895) with regard to the Mayor signing a “Settlement Agreement” with regard to the S.A.F.E. litigation. Subsequently, it was learned that satisfying one component of the settlement would be impracticable and perhaps impossible. That specific component pertains to the honorary name for Volunteer Park. The original plan was to use “Chief Owhi Park” as the honorary name. However, one or more people claiming to be descendants of Mr. Owhi objected to the use of his name. Thus, S.A.F.E. is requesting that a different name – specifically “Delores Huerta Park” – be used as the honorary name. Ms. Huerta is a living individual, and S.A.F.E. has represented to the City that she fully consents to her name being used. To effectuate this change, a new version of the Settlement Agreement has been prepared. A copy of that new version is appended to this AIS. The only substantive change is the honorary name for the park, as specified in paragraph 3.a. on page 2 of 7. The proposed Resolution that accompanies this AIS will, if approved by the City Council, accomplish two things. It will authorize the Mayor to sign the newer draft, and it will also rescind the prior Resolution (Resolution No. 2895) with regard to the older draft.

Recommended Motion: I move to approve the 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:

01/25/2022

Approval of Resolution No. 2895, with regard to an earlier draft of the Settlement Agreement

RESOLUTION NO. 2926

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SEVEN-PAGE "SETTLEMENT AGREEMENT" BETWEEN THE CITY, CODEFENDANTS AND PLAINTIFFS ON THE SAFE LITIGATION, AND ALSO RESCINDING PRIOR RESOLUTION NO. 2895 WITH REGARD TO AN EARLIER VERSION OF THE SETTLEMENT AGREEMENT

WHEREAS, on January 25, 2022, the City Council approved Resolution No. 2895 and thus authorized the Mayor to sign a "Settlement Agreement" with regard to the S.A.F.E. litigation; and

WHEREAS, it was subsequently learned that one component of the settlement – specifically using "Chief Owhi Park" as the honorary name for Volunteer Park – would be impracticable and perhaps impossible to satisfy; and

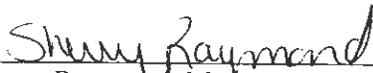
WHEREAS, a revised version of the Settlement Agreement has been prepared, which substitutes "Delores Huerta Park" as the honorary name; and

WHEREAS, S.A.F.E. has represented to the City that Ms. Huerta – a living individual – fully consents to her name being used; and

WHEREAS, City staff recommends that Resolution No. 2895 be rescinded and that the City Council authorize the Mayor to sign the revised version of the Settlement Agreement;

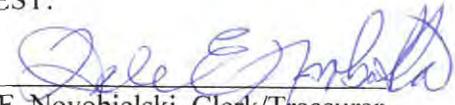
NOW THEREFORE, BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the revised seven-page Settlement Agreement on behalf of the City in the form appended hereto, and further that prior Resolution No. 2895 is hereby rescinded.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of June, 2022.



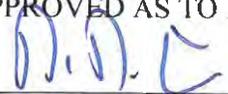
Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is entered into by and between Plaintiffs Selah Alliance for Equality ("S.A.F.E."), Courtney Hernandez, Reverend Donald Davis Jr., Laura Perez, Anita Callahan, Kalah James, Charlotte Town, Amanda Watson, and Anna Whitlock (collectively with S.A.F.E., "Plaintiffs"), and their counsel, on the one hand; and Defendants the City of Selah ("the City"), Mayor Sherry Raymond, and (former) City Administrator Donald Wayman (collectively, "Defendants"), and their respective counsel, on the other hand (and all parties are referred to as the "Parties" and are referred to singularly a "Party"). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all the claims specified below, subject to the terms and conditions set forth and agreed to herein.

RECITALS

WHEREAS, S.A.F.E. is a grassroots, community-led organization that seeks to spread the message of anti-racism and equality throughout the City of Selah.

WHEREAS, Courtney Hernandez, Reverend Donald Davis Jr., Laura Perez, Anita Callahan, Kalah James, Charlotte Town, Amanda Watson, and Anna Whitlock are members of S.A.F.E.

WHEREAS, on or about August 10, 2020, Plaintiffs designed and purchased yard signs to communicate messages of equality to the public including, "Black Lives Matter" and "Hate Has No Place in Selah."

WHEREAS, on or about August 10, 2020, Plaintiffs placed these signs in public areas, specifically, the grassy strips between the sidewalk and street.

WHEREAS, after these signs were placed in the grassy strips, the Defendants removed some of the signs.

WHEREAS, on or about December 7, 2020, Plaintiffs filed a lawsuit against the Defendants – alleging, among other things, violation of the Plaintiffs' freedom of speech rights enumerated in the United States Constitution and Washington constitution – in the United States District Court for the Eastern District of Washington, Case No. 1:20-cv-03228 (the "Action").

WHEREAS, on or about November 10, 2021, representatives of the Parties participated in a successful mediation and negotiated a prospective settlement of the Action.

WHEREFORE, IT IS HEREBY STIPULATED AND AGREED by the Parties that the Action and claims released below against the Parties identified below shall be finally and fully compromised, settled, and resolved on the terms and conditions set forth in this Agreement, as a good faith, fair, reasonable, and adequate settlement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises as contained herein and acts in furtherance of this Agreement, the Parties agree as follows:

1. **Monetary Award.** The City will pay (via its risk insurance pool) Perkins Coie LLP, counsel for S.A.F.E., \$300,000.00 (the "Award") by no later than fourteen (14) days after the date of the last person to sign this Agreement (the "Final Execution Date"). The Award represents the entire sum the City or any Defendant will pay to Plaintiffs and Plaintiffs' counsel and is inclusive of attorneys' fees, costs, and all other sums; provided however, that the City is also separately obligated to pay up to \$25,000.00 towards creation of a mural as specified in paragraph 3.f. below. Perkins Coie LLP is entirely responsible for apportioning the Award among Plaintiffs' counsel and Plaintiffs.
2. **Stipulation of Dismissal.** The Parties shall file a stipulation of dismissal of the lawsuit with prejudice and without costs within ten (10) days of the timely payment of the Award.
3. **Non-Monetary Terms.** The City and Mayor Sherry Raymond will take the following actions described in subparagraphs 3.a. through 3.g. inclusive by the specified dates (collectively, "Non-Monetary Terms") in further consideration of the mutual promises contained herein:
 - a. **Honorary Name.** The City will add a secondary honorary name of "Dolores Huerta Park" to Volunteer Park. By no later than ninety (90) days after Final Execution Date, the City will post a permanent sign at the entrance of Volunteer Park displaying the honorary name. The City shall include the honorary name whenever referring to Volunteer Park in official City communications.
 - b. **Public Proclamation.** By no later than thirty (30) days after the Final Execution Date, Mayor Sherry Raymond will issue a public Proclamation telling area residents and visitors not to tamper with temporary signs, and that criminal prosecution may be pursued for those who tamper with temporary signs. The public Proclamation will also state that the City of Selah welcomes and serves all persons, regardless of their race, ethnicity, age, religion, sexual orientation, gender identity, gender expression, disability, economic status, or other diverse backgrounds. Mayor Sherry Raymond may include additional inclusive, positive, and supportive messages in the Proclamation, but the Proclamation shall include at least the aforementioned messages.
 - c. **Diversity of Applicant Pool.** By no later than ninety (90) days after the Final Execution Date, the City will implement a plan for increasing the diversity of the applicant pool for City employment opportunities (the "Plan"), which shall include sending all advertised job openings to a designated S.A.F.E. email account and posting all City employment opportunities on <https://www.diversityjobboard.com> and <https://www.pdnrecruits.com>, which target jobseekers of color and other underrepresented minorities. All physical advertisements (including but not limited to those in newspapers or magazines, and materials posted on bulletin boards) must reference the website(s) where the job posting is listed. The City must seek public comment on the Plan before it is finalized. The Plan shall be made publicly available on the City's website: <https://selahwa.gov>.
 - d. **Revised Standards of Decorum.** By no later than thirty (30) days after the Last

Execution Date, consistent with constitutional requirements, the City will revise its “standards of decorum” for comments by members of the public during City Council meetings so as to permit criticism of City officials and employees by name as to official actions (the “Revised Standards of Decorum”). The Revised Standards of Decorum shall in no way limit commenters’ ability to criticize or question City officials’ ability to fulfill their job duties due to events, actions, or activities that occurred outside the scope of their duties as a City official. The City must seek public comment on the Revised Standards of Decorum before it is finalized. The Revised Standards of Decorum shall be made publicly available on the City’s website: <https://selahwa.gov>.

- e. **DEI Training for City Employees.** By no later than ninety (90) days after the Final Execution Date, the City will implement diversity, equity, and inclusion training (“DEI Training”) for all City employees, including but not limited to all officials, staff, and police officers—which shall be administered within thirty (30) days of being hired or otherwise beginning to fulfill their duties. Prior to the initial DEI Training of all current City employees, the City shall publicize the entity, individual, or organization that will administer the DEI Training on the City’s website: <https://selahwa.gov>.
 - f. **Mural.** The City shall appoint a mural Commission (“Commission”) consisting of five (5) total members, three of which shall be chosen by Mayor Sherry Raymond with at least one of those three being a current employee of the Selah School District, and the other two of which shall be chosen by attorney Joe Cutler on behalf of S.A.F.E. The Commission members shall be specifically identified within thirty (30) days of the Final Execution Date. The Commission shall be responsible for issuing a Request for Proposals (RFP), selecting one or more artists or creators, and recommending the design of a painted or applied mural on the City-owned retaining wall located on North First Street. The City shall have final authority to approve the recommended design. The City shall pay up to \$25,000.00 towards the mural. The Commission may seek additional non-City funds to use in designing and creating the mural. The mural shall communicate the message “all are welcome in Selah,” although those exact words need not be included. The mural shall be completed no later than one year from the Final Execution Date if possible.
 - g. **Selective Sign Enforcement.** The City agrees that it shall not enforce its sign code, SMC 10.38, or any subsequent version of the sign code, selectively against Plaintiffs. The City agrees not to adopt a revised version of SMC 10.38, or any subsequent version of a sign code, that violates the freedom of speech rights enumerated in the United States or Washington constitutions.
4. **Releases.** Upon the Final Execution Date, and in consideration for the Award, the Non-Monetary Terms, and for Defendants’ other promises recited in this Agreement, Plaintiffs shall unconditionally and irrevocably remise, release, forever discharge and covenant not to sue Defendants and each of their past, present, and future officials, representatives, employees, managers, successors, and insurers, or any agent acting or purporting to act for them or on their behalf, from any and all claims, counterclaims, actions, causes of action,

suits, setoffs, costs, losses, expenses, sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, omissions, duties, agreements, rights, and any and all demands, obligations and liabilities, of whatever kind or character, direct or indirect, whether known or unknown, at law or in equity, by right of action or otherwise, which were brought or which could have been brought in this lawsuit. This paragraph 4 shall not release Defendants from any obligations imposed on Defendants by this Agreement.

5. **No Anticipated Cases.** By their signatures below, counsel for Plaintiffs represent and agree that they have no present intention to bring any additional lawsuit(s) arising out of the underlying facts resulting in this Agreement, raising issues similar to those raised in the Action. Counsel for the Plaintiffs represent that they have no present intention to represent any plaintiff(s) against Defendants in a lawsuit raising issues similar to those raised in the Action.
6. **Continuing Jurisdiction.** For a period of five (5) years after the Final Execution Date, the enforcement of this Agreement will remain subject to the jurisdiction of the United States District Court for the Eastern District of Washington to ensure that all Parties comply with the terms herein. The United States District Court for the Eastern District of Washington shall have and retain continuing and exclusive jurisdiction arising from the failure of any Party to take all necessary steps in accordance with this Agreement. The Parties agree to cooperate and to take all necessary and appropriate steps to ensure the enforceability of this Agreement.
7. **Binding on Successors.** This Agreement binds and benefits the Parties' respective successors, assigns, legatees, heirs, and personal representatives.
8. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Washington, without regard to conflict of laws principles.
9. **Construction and Interpretation.** No Party nor any of the Parties' respective attorneys will be deemed the drafter of this Agreement for purposes of interpreting any provision in this Agreement in any judicial or other proceeding that may arise between them. This Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.
10. **Entire Agreement.** This Agreement constitutes the full and complete agreement of the Parties and supersedes any and all prior understandings, promises, representations and agreements, oral or written, with respect to the subject matter.
11. **Severability.** The invalidity of any provision of this Agreement (or any interpretation or construction thereof) shall not affect the validity and enforceability of the remaining provisions of this Agreement or its terms or interpretations.
12. **Modifications and Amendments.** No amendment, change or modification to this Agreement will be valid unless in writing signed by all Parties that would be impacted by such amendment, change or modification, and also by respective counsel who then represents each impacted Party. This Agreement may not be amended, modified or changed

orally.

13. **Effective Date.** This Agreement is effective and binding as of the date the Agreement is signed by *all of the necessary signatories* specified on pages 6-7 below.
14. **Counterparts.** This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitutes one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, PDFs, or facsimiles of executed copies of this Agreement may be treated as originals.
15. **Recitals.** The Recitals are incorporated by this reference and are part of the Agreement. This Agreement consists of sixteen (16) separately numbered paragraphs contained in seven (7) pages including signatures.
16. **Representations.** The Parties represent that they (1) have read this entire Agreement and understand its terms, (2) have been given a reasonable and adequate period of time to consider this Agreement before signing it, (3) fully understand the terms and effects of this Agreement, (4) fully understand their right to discuss all aspects of this Agreement with an attorney of their choice, and have availed themselves of this right, (5) are voluntarily executing this Agreement by their own free act and deed; and (6) understand that no payment or consideration has been promised to Plaintiffs for entering into and signing this Agreement which is not specified in this Agreement. Each Party further represents that the individuals signing this Agreement have the requisite authority to bind the Parties to the terms of the Agreement and are signing such Agreement as each respective Party's duly authorized agent or representative.

[The remainder of this page is intentionally left blank. Signature pages follow.]

DEFENDANTS

Mayor Sherry Raymond
Personally and on behalf of City

Dated: _____

Donald Wayman (former City Administrator)
Personally

Dated: _____

DEFENDANTS' COUNSEL

Christopher J. Kerley (WSBA #16489)
Among counsel for City and Mayor
Sherry Raymond

Dated: _____

Kirk A. Ehlis (WSBA #22908)
Among counsel for Donald Wayman

Dated: _____

D. R. (Rob) Case (WSBA #34313)
Among counsel for all Defendants

Dated: _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 6/14/2022
Agenda Number: N-6

Action Item

Title: Resolution to Negate - as of 2022 - the Automatic Roll-Forward of Financial Severance Coverage for the City Attorney as to a Without Cause Basis Termination of Employment that Might Occur during 2026

From: Russell Carlson, Councilmember

Action Requested: Approval

Staff Recommendation: N/A (though certain staff members may choose to express their opinions)

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: The City Attorney, Rob Case, is employed under a written twelve-page "Employment Contract". A copy of such Employment Contract is appended hereto, and the immediately-relevant provisions are set forth on pages 5 and 6. In the event that Mr. Case's employment is terminated on a "without cause basis", he may be owed financial severance. Whether financial severance is owed, and the specific amount of it, would depend on the date that a without cause termination occurs. Specifically:

- On or prior to December 31, 2024, severance of three (3) months salary would be owed.
- During 2025, severance of six (6) months salary would be owed.
- During 2026 or later, severance of - again - six (6) months salary would be presumptively owed.

The final bullet point is the subject of this AIS. The Employment Contract gives the City Council the option - during June of each year - to vote as to whether to negate the rolling-forward effect of the financial severance. The operative question, via this AIS in June of 2022, is whether the City Council wants to continue the applicability of Mr. Case's severance for a without cause termination that might occur during the year of 2026. Paragraph 6.1.4.1 of the Employment Contract is directly on-point and reads as follows:

6.4.1.1 During June 2022, the City Council shall vote as to whether to negate continued applicability of such severance pay for a "without cause" termination that might be effectuated on or after January 1, 2026 but earlier than or on December 31, 2026.

If the vote during June 2022 fails, then severance coverage automatically extends to the year of 2026. (See ¶6.4.1 saying, in part, “If any such vote does not pass, then such severance pay shall be automatically extended to and applicable for the next applicable year . . .”). Then, during June 2023, the City Council will decide whether – as of that date – to negate severance coverage for the year of 2027. (See ¶6.1.4.2). And this process will repeat during June of each year. (See ¶¶6.1.4.3 – 6.1.4.4).

By contrast, if the vote during June 2022 passes, then severance coverage will not – as of the present date – extend to the year of 2026. (See ¶6.1.4). However, during June 2023, the City Council will need to decide – again – whether the negate severance coverage for the year of 2026. (See ¶6.1.4.2). And this process will repeat during June of each year. (See ¶¶6.1.4.3 – 6.1.4.4).

A vote must be held each June regardless of the outcome of any prior vote(s) as to any future year(s). By way of hypothetical explanation, if the vote during June 2022 passes, the effect will be – as of 2022 – that severance coverage will only exist through 2025 (because the passing vote negated the rolling-forward effect as to the next possible year, which was 2026). However, if the subsequent vote during June 2023 fails, the effect will be that severance coverage now does permanently exist through 2026 (because the vote failed and thus the automatic roll-forward applies, and the next possible year is 2026). Thus, in this hypothetical, the year of 2026 will go from a “no severance year” via the 2022 vote, to a permanently “yes severance year” via the 2023 vote.

But the process does not work in reverse; a “yes severance year” cannot later be changed to a “no severance year”, because each “yes severance year” is a permanent thing. As an alternate hypothetical, if the vote during 2022 fails, the effect will be that severance coverage permanently exists through 2026 (because the vote failed and thus the automatic roll-forward applies, and the next possible year is 2026). Then, if the subsequent vote during June 2023 passes, the effect will be that severance coverage will still permanently exist through 2026 (due to the failed vote in 2022) but – as of 2023 – severance coverage will not apply for 2027 (due to the passing vote in 2023). The “yes severance year” of 2026 is permanent and cannot be changed, but the “no severance year” of 2027 could potentially transform into a permanent “yes severance year” depending on the outcome of vote(s) during 2024 and/or later years.

The question will always be whether to not have severance coverage for the year in question. Absent a passing vote, severance coverage will automatically roll forward by one year. By contrast, the question will never be whether to undo severance coverage for a year that is already a “yes severance year”. All “yes severance years” are permanent. Nor will the question ever be whether to negate severance for any and all potential future years. As stated above, a vote is required every June on a one-year basis for the next potential year (whatever year that proves to be). Nor will the question ever be whether to lessen or reduce the amount of severance, nor to change the contractual definition of “without cause basis”. The severance amount is fixed at six (6) months salary per the Employment Contract, and the definition of “without cause basis” is also fixed per the Employment Contract. Any modification of the amount and/or definition would have to occur via a renegotiation of the contract with Mr. Case.

Recommended Motion: I move to approve the 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:
04/01/21	City Attorney began direct employment at City via a twelve-page written "Employment Contract"

FAILED))

RESOLUTION NO. _____

RESOLUTION TO NEGATE – AS OF 2022 – THE AUTOMATIC ROLL-FORWARD OF FINANCIAL SEVERANCE COVERAGE FOR THE CITY ATTORNEY AS TO A WITHOUT CAUSE BASIS TERMINATION OF EMPLOYMENT THAT MIGHT OCCUR DURING 2026

WHEREAS, the City Attorney is employed via a twelve-page written “Employment Contract”; and

WHEREAS, such Employment Contract entitles the City Attorney to specified financial severance if his employment were to be terminated on a “without cause basis” prior to the end of 2025; and

WHEREAS, the applicability of such financial severance also automatically rolls forward and applies through 2026 absent an affirmative vote by the City Council – during June 2022 – to negate such roll-forward effect as to 2026; and

WHEREAS, a majority of the City Council has decided – for the time being, during 2022 – to negate the roll-forward effect as to the year of 2026 so as to make no financial severance owed if a without cause basis termination occur during 2026, which decision is now effectuated via this Resolution; and

WHEREAS, the City Council further acknowledges that a vote must be held during each subsequent June if the City Council desires to again negate the automatic roll-forward effect as to whichever calendar year is then in question, and accordingly that is it possible – despite the instant Resolution – that financial severance will become applicable through the year of 2026 depending on the outcome of such future vote(s);

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that as of the present date no financial severance will be owed to the City Attorney if his employment is terminated on a without cause basis during 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of June, 2022.

Sherry Raymond, Mayor

ATTEST:

Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

EMPLOYMENT CONTRACT

This Employment Contract (hereinafter "Contract") is made and entered into by and between the City of Selah, a Washington municipal corporation (hereinafter "City"), and D. R. (Rob) Case (hereinafter "Employee"), on the date set forth below.

WHEREAS, the City desires to enter into a contractual relationship with Employee for the position of "City Attorney" pursuant to Selah Municipal Code section 1.10.012 and Employee has agreed to serve in this capacity under the terms and conditions of this Contract.

THEREFORE, in consideration of the terms and conditions of this Contract, the City and the Employee agree as follows:

1. Duties and Responsibilities

1.1 Title. Commencing on Thursday, April 1, 2021 (or on such later date as the parties mutually agree), the City will employ Employee as its City Attorney and Employee's title shall be "City Attorney".

1.2 Duties. Employee shall have, and agrees to perform in good faith and to the best of his ability, the duties and responsibilities of City Attorney consistent with the laws of the State of Washington and the ordinances and policies of the City, including but not limited to Selah Municipal Code section 1.10.012 and those duties referenced in RCW 35.23.111. Under the general direction of the Mayor and City Administrator or other designee of the Mayor (with the City Administrator being Employee's general day-to-day supervisor, but with the Mayor's directions superseding any conflicting or inconsistent directions from the City Administrator or other designee of the Mayor), Employee shall provide legal services to and for the City including but not limited to the following services:

- A. Reviewing and drafting of ordinances, resolutions, policies, requests for proposals, contracts, agreements, termination notices, disciplinary notices and other legal documents.
- B. Providing advice on legal issues and public policy.
- C. Representing the City in contested administrative hearings, civil lawsuits and appeals stemming from either, except in situations where different counsel is chosen by the City's insurer(s).
- D. Attending, and as appropriate participating in, public session council meetings, private session council meetings and periodic department meetings.

- E. Consulting with the City's Mayor, City Council as a body, Council member(s) and City Administrator regarding City affairs, and being generally available via telephone, email and/or in person for such consultations.

As exceptions to Employee's scope of services, Employee shall have no responsibility for providing any legal services with regard to criminal prosecution and/or infraction prosecution, as services on such matters shall be assigned to and completed by a separate City employee or independent contractor.

1.3 Devotion of Time and Effort. Subject to the "moonlighting" provisions specified below (in paragraphs and subparagraphs 8.7, 8.7.1, 8.7.2, 8.7.3, 8.7.4, 8.7.5 and 8.7.6): Employee shall devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of City Attorney and shall not engage in activities that conflict with or interfere with his performance of such duties and responsibilities. Employee agrees that so long as he remains employed by the City he will remain in the exclusive employ of the City and he shall not become employed by any other person or entity, provided that Employee may engage in occasional teaching on Employee's own time with advance approval of the Mayor or City Administrator (with the Mayor's decision superseding any conflicting or inconsistent decision by the City Administrator).

1.4 Work Schedule. Subject to the "moonlighting" provisions specified below (in paragraphs 8.7, 8.7.1, 8.7.2, 8.7.3, 8.7.4, 8.7.5, 8.7.6): The typical minimum work week shall be approximately 40 hours typically occurring on Monday through Friday from 8:00 am to 5:00 pm (not including breaks). However, Employee shall also work any additional hours and days that are reasonably required to discharge the duties and responsibilities of the office of City Attorney. On occasions when Employee works more than 40 hours per week or more than 8 hours per day or any hours during Saturday or Sunday or any holiday, Employee shall be allowed to establish a modified work schedule for subsequent hours or days so that his cumulative hours worked during any week will be approximately 40 total hours. In all situations, Employee shall utilize and submit time cards for all hours that Employee actually works even though Employee's position shall be an "exempt" position from state and federal hour-based compensation laws (consistent with paragraph 3.1 below).

2. **At-Will Employment**

Employee shall be employed for an indefinite term. Employee's employment with the City is "at-will" and may therefore be terminated at any time by the City or Employee on a "without cause" basis or on a "with cause" basis (as defined in paragraphs 6.1 and 6.2 below).

3. Compensation

- 3.1 Base Annual Salary. As compensation to Employee for services rendered, upon hire Employee shall be paid a base annual salary of One Hundred and Sixty Thousand Dollars (\$160,000.00) gross, payable in accordance with the City's regular payroll periods and procedures and subject to all withholdings and deductions required by law. The position of City Attorney is exempt from overtime under state and federal law and Employee therefore shall not be eligible for overtime pay or compensatory time. Employee shall receive the same upward annual cost-of-living percentage adjustment that applies to the wages and salaries of the City's other management-level non-represented City employees as determined annually by the City Council, and thus Employee's base annual salary shall be increased effective January 1 of each calendar year by such percentage.
- 3.2 Retirement. Employee's position qualifies him for enrollment in Washington's Public Employees' Retirement System ("PERS"). City shall make all required employer contributions, as required by law.
- 3.3 Moving/Temporary Housing Reimbursement. None.
- 3.4 Expenses. The City agrees to directly pay, or reimburse to Employee, all reasonable and necessary expenses that are incurred for the benefit of the City or related to Employee's provision of services to the City, in accordance with City policy and subject to a requirement of preapproval whenever such expenses exceed Five Hundred Dollars (\$500.00) during any calendar month. This includes but is not limited to mileage fees, lodging fees, postage fees, filing fees, service fees, expert witness fees, books and treatises, internet service fees, software fees and licenses, legal research service fees (Westlaw Edge for Government state plan for Washington, or its equivalent), and malpractice insurance premiums or premiums for other insurance that applies to Employee and Employee's performance.
- 3.5 Professional Development. The City shall budget and pay for the professional dues and subscriptions of Employee for his continuation and full participation in state, local and national associations and organizations necessary for his continued professional participation, growth and advancement to better serve the interests of the City, which includes but is not limited to license fees and dues payable to the Washington State Bar Association, dues payable to the Yakima County Bar Association, and dues payable to the Washington State Association of Municipal Attorneys. The City further recognizes the value of having Employee participate in and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for reasonable membership

fees and dues to enable Employee to become an active member in local civic clubs and organizations.

4. Benefits

- 4.1 Health and Other Insurance. Employee is eligible to participate in the City's health and other insurance benefits on the same terms as those benefits are provided to other management-level non-represented City employees
- 4.2 Vacation. Upon hire, Employee shall be allotted eighty (80) hours of accrued vacation. Thereafter, Employee shall accrue vacation on the same terms as other management-level non-represented City employees. Employee may rollover any accrued but unused vacation hours from one calendar year to the next subject to the City's then-existing policy (which policy is, at present, that a total of two hundred forty hours (240) may be rolled over, but the City reserves the right to potentially change that policy in the future).
- 4.3 Sick Leave. Upon hire, Employee shall be allotted eighty (80) hours of sick leave. Thereafter, Employee shall accrue sick leave on the same terms as other management-level non-represented City employees. Employee may rollover any accrued but unused sick leave hours from one calendar year to the next subject to the City's then-existing policy (which policy is, at present, that a total of two hundred forty hours (240) may be rolled over, but the City reserves the right to potentially change that policy in the future).
- 4.4 Holidays and Other Paid/Unpaid Leave. Employee shall receive holiday leave and other paid/unpaid leave benefits as the City may provide from time to time on the same terms as those benefits are provided to other management-level non-represented City employees.
- 4.5 Life Insurance. None
- 4.6 City Vehicle. The City shall not be required to provide a City vehicle to Employee. However, in the event Employee uses his own vehicle for travel exceeding fifteen (15) cumulative miles on any day while on City business (but not including ordinary commutes to and from work daily), the City shall reimburse Employee for mileage in accordance with City policy.
- 4.7 Mobile Phone, Laptop and Portable Printer. The City shall provide Employee with a "smart" mobile phone, a laptop and a portable printer for use in accordance with City policy

4.8 Other City Benefits and Policies. Employee will receive other benefits provided by, and be subject to any obligations included in, applicable City policies as may from time to time be adopted or amended by the City; provided that no such policy will be applicable to the extent that it conflicts with a term of this Contract.

5. Performance Standards and Evaluation

Employee will be evaluated on his job performance and satisfaction of established goals and objectives after roughly six (6) months of employment and also roughly annually thereafter or when otherwise deemed appropriate by the Mayor or City Administrator. The Mayor or City Administrator may, but are not required to, produce a written report for any such performance evaluation.

6. Termination

6.1 Termination on a "Without Cause" Basis. The City may at any time, in its unlimited and continuing discretion, terminate Employee's employment on a "without cause" basis at any time by providing written notice to Employee. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law).

6.1.1 Severance Payment on Gross Basis. Any severance payment by the City to Employee shall occur on a gross basis, and thus shall be subject to all withholdings and deductions required by law.

6.1.2 Three Months During Initial Four Years. In the event the City effectuates a "without cause" termination earlier than or on December 31, 2024, the City will pay Employee three (3) months of Employee's then-applicable base salary as severance pay.

6.1.3 Six Months During Fifth Year. In the event the City effectuates a "without cause" termination on or after January 1, 2025 but earlier than or on December 31, 2025, the City will pay Employee six (6) months of Employee's then-applicable base salary as severance pay.

6.1.4 Subsequent Years Also at Six Months, Absent a Contrary Vote by City Council. Commencing in 2022 and continuing uninterrupted thereafter, the City Council shall annually hold a public vote during June as to whether to negate extended severance coverage for Employee in the amount of six (6) months of Employee's then-applicable base salary for a "without cause" termination that might occur

during any calendar year subsequent to 2025. For any such vote to pass, it shall be required that members of the City Council holding a majority (or more) of the then-total positions of the City Council (which, at present, would be at least four of the seven total positions) mutually agree to a written Resolution that by its terms negates extended severance coverage to the year period specified in the Resolution. If any such vote does not pass, then such severance pay shall be automatically extended to and applicable for the next applicable year period as specified in subparagraphs 6.1.4.1, 6.1.4.2, 6.1.4.3 and 6.1.4.4 below – without the necessity of any formal written amendment of this Contract. In the event of a tied vote by the City Council, the Mayor may and shall cast the determinative final vote.

6.1.4.1 During June 2022, the City Council shall vote as to whether to negate continued applicability of such severance pay for a “without cause” termination that might be effectuated on or after January 1, 2026 but earlier than or on December 31, 2026.

6.1.4.2 During June 2023, the City Council shall vote as to whether to negate continued applicability of such severance pay for a “without cause” termination that might be effectuated on or after January 1 but earlier than or on December 31 of the calendar year specified in the corresponding Resolution (with such specified calendar year being 2027 if the vote during June 2022 did not pass; or being 2026 if the vote during June 2022 did pass).

6.1.4.3 During June 2024, the City Council shall vote as to whether to negate continued applicability of such severance pay for a “without cause” termination that might be effectuated on or after January 1 but earlier than or on December 31 of the calendar year specified in the corresponding Resolution (with such specified calendar year being 2028 if the votes during June 2022 and June 2023 both did not pass; or being 2027 if one but not both of the votes during June 2022 and June 2023 did pass and the other did not pass; or being 2026 if the votes during June 2022 and June 2023 both did not pass)

6.1.4.4 During June 2025 and for during each June thereafter, the City Council shall vote as to whether to negate continued applicability of such severance pay for a “without cause” termination that might be effectuated on or after January 1 but earlier than or on December 31 of the calendar year specified in the corresponding Resolution (with such specified calendar year being determined consistent with the formula specified in subparagraph 6.1.4.3

above).

6.1.4.5 This Contract shall be deemed automatically amended consistent with and immediately upon each outcome specified in subparagraphs 6.1.4.1, 6.1.4.2, 6.1.4.3 and 6.1.4.4 above.

6.2 Termination on a "For Cause" Basis. The City may at any time terminate Employee's employment on a "for cause" basis by providing written notice to Employee. "Cause" is defined to include but is not limited to any or all of the following acts or omissions by Employee: (i) dishonesty related to his employment; (ii) commission of negligence, recklessness or intentionality that results in actual and substantial financial harm to the City; (iii) failure to follow a lawful directive from the Mayor or City Administrator; (iv) failure to perform his duties and responsibilities under this Contract (provided that in non-emergency situations Employee has been given notice and a reasonable opportunity to cure the alleged failure); (v) commission of a felony or crime of moral turpitude; (vi) willful violation of City policy or other willful misconduct, or (vii) disbarment or suspension of his law license lasting longer than thirty-two (32) calendar days. In such event, the City will pay Employee his then-applicable base salary earned through the date of termination (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). However, Employee shall not be entitled to receive any severance pay. As a point of clarification relative to subpart (ii) above, an adverse or non-successful outcome (*i.e.*, a loss, partial loss or failure to win) on any legal matter or issue – including but not limited to any contested administrative hearing, civil lawsuit or appeal; any contract negotiation or invalidation; and the invalidation of any law, code section, ordinance, resolution, policy, procedure or rule – shall not be a basis for a "for cause" termination.

6.3 SMC Section 1.10.012. The following provision from the now-existing Selah Municipal Code section 1.10.012 is made a permanent and nonmodifiable part of this Contract (and thus superseding any potentially conflicting provision in paragraph 8.2 below): "The city attorney is subject to removal from office by the mayor with concurrence by a majority of the entire city council." Accordingly, neither the Mayor nor the City Administrator may unilaterally terminate Employee's employment, irrespective of the circumstances and irrespective of any attempted or actual modification of any provision of the Selah Municipal Code. Rather, for the City to terminate Employee's employment under any circumstance, it shall always be required that the Mayor and members of the City Council holding a majority (or more) of the then-total positions of the City Council (which, at present, would be at least four of the seven total positions) mutually agree to terminate Employee's employment and such members of the City

Council publicly vote to terminate Employee's employee.

6.4 Resignation/Retirement. Employee may at any time, in his unlimited and continuing discretion, resign and relinquish his employment by providing written notice to the Mayor or City Administrator. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law). Moreover, the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law) if and only if and in exchange for Employee providing such notice to the Mayor or City Administrator at least thirty (30) calendar days prior to Employee's effective resignation date (or by such other lesser deadline as the Mayor or City Administrator may agree to), otherwise such gross cash-out payment to Employee shall be reduced by the number of days/hours that Employee would have been expected to work during the thirty-day period immediately following the latter of the date that Employee actually provided such notice or his effective resignation date. By contrast, Employee shall not be entitled to receive any severance pay.

6.5 Disability; Death. The City may terminate Employee's employment due to any permanent or temporary disability or incapacity (including but not limited to illness) that renders Employee unable to fully perform his duties and responsibilities for a cumulative or successive duration of thirty-two (32) calendar days during any 12-month period (and not necessarily judged on a calendar-year basis) by providing written notice to Employee or to a proper agent of Employee. Employee's employment shall be deemed automatically terminated upon Employee's death. In the event of termination of Employee's employment on either basis, the City will pay Employee or his estate Employee's then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee or his estate the cash-out value of Employee's then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). By contrast, neither Employee nor his estate shall be entitled to receive any severance payment.

7. Integration/Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations, offers, agreements, or understandings between the parties with respect to the subject matter of this Contract. No waiver, alteration, or modification of any of the provisions of this Contract will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provision of this Contract conflicts with any provision of any City policy or rule, the provisions of this Contract shall prevail and control. By contrast, to the extent that any provision of this

Contract conflicts with any provision of now-existing law including now-existing City code and ordinances, the provisions of now-existing law and now-existing City code and ordinances shall prevail and control. If any provision of this Contract is held to be unenforceable, the other provisions shall remain binding and enforceable to the fullest extent possible. The previous "Contract for Legal Services (City Attorney)" entered into between the parties on or about September 10, 2019 (and all amendments thereto) is hereby terminated and replaced by the terms and conditions of this Contract.

8. Other Terms and Conditions

8.1 Any notice to the City under this Contract shall be furnished in physical written form by Employee to the Mayor or City Administrator either via hand-delivery to the recipient or via certified U.S. mail with return receipt requested to the recipient's then-applicable City mailing address. Any notice to Employee under this Contract shall be furnished in physical written form by the City to Employee either via hand-delivery or via certified U.S. mail with return receipt requested to Employee's then-applicable personal mailing address as recited on the City's employment records for Employee. Any hand-delivered notices shall be deemed effective as of the date of actual delivery, and any notices delivered via certified mail shall be deemed effective as of date recited on the return receipt as the date of actual delivery to the recipient.

8.2 The Mayor or City Administrator may at any time, in their unlimited and continuing discretion, establish, promulgate, and impose any new or clarified lawful policy or rule as to Employee's duties and responsibilities or Employee's performance by providing notice to Employee, provided that such policies and rules are not inconsistent or conflicting with the provisions of this Contract, with then-applicable City code or ordinances, with any other then-applicable law or with Employee's ethical and legal duties and responsibilities, and provided further that such policies and rules do not expand Employee's duties and responsibilities to matters that are capable of being performed by a non-attorney.

8.3 All now-existing or later-existing provisions of City code, City ordinances, City regulations, City policies and rules shall apply to and for Employee to the same extent that such apply to other employees of the City, except as may be specifically otherwise stated in this Contract or to the extent that such are inconsistent or conflicting with Employee's ethical and legal duties and responsibilities.

8.4 This Contract shall be interpreted, construed, and enforced according to the internal laws of the State of Washington (not including any choice-of-law or conflict-of-law laws)

8.5 All captions and section headings used in this Contract are for convenience only and do not alter the substantive effect of any provision of this Contract

8.6 No waiver by either party of any breach or violation by either party of the provisions of this Contract shall be deemed a waiver of any subsequent breach or violation.

8.7 Moonlighting. The City acknowledges that Employee has been engaged in the private practice of law for many years prior to entering into this Contract including up to the date that he entered into this Contract, that Employee remains obligated to many preexisting clients and remains engaged on many preexisting matters and issues, and that Employee will not be able to fully finish representing such clients or fully complete work on such matters and issues prior to Employee entering into this Contract and thus prior to Employee becoming directly employed by the City. Accordingly, the City acknowledges and agrees that Employee (either personally or via a newly-formed one-member entity that he establishes) shall and does have the option to continue representing any or all of his preexisting clients (including but not limited to persons and entities) consistent with the terms and conditions specified in subparagraphs 8.7.1 and 8.7.2 below and thus temporarily overriding any provisions of this Contract that might purport to require Employee to devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of City Attorney (see paragraph 1.3 above) or to remain in the exclusive employ of the City (see paragraph 1.3 above) or to work any typical work day(s) or hour(s) for the City (see paragraph 1.4 above) or that might otherwise purport to in any way restrict or prohibit Employee from working for clients other than the City or from working on matters or issues related to the City.

8.7.1 Litigation Matters – Unlimited Moonlighting Period. The City acknowledges that most courts are closed or severely limited at present due to Covid-19 and that Employee cannot control when the courts will reopen nor when all of his preexisting litigation matters will be fully concluded. Thus, the City acknowledges and agrees that Employee shall and does have an unlimited period in which Employee may continue representing any or all of his preexisting clients on any or all of their preexisting litigation matters (including but not limited to civil litigation, criminal defense, and appeals) that Employee was already working on prior to entering into this Contract (including but not limited to appeals now existing or occurring in the future) throughout the United States despite Employee's entry into this Contract. The Mayor or City Administrator will receive a report not later than the 15th of May each year providing an update from Employee on remaining litigation matters. Employee agrees to endeavor to fully conclude all such preexisting litigation matters as soon as practicable.

- 8.7.2 Transactional Matters – Moonlighting Period of Approximately 18 Months. The City acknowledges that Employee is also working on multiple preexisting non-litigation matters for his preexisting clients and that Employee will need a period of time in which to conclude his work on those matters. Thus, the City acknowledges and agrees that Employee shall and does have until the conclusion of August 2022 in which Employee may continue representing any or all of his preexisting clients on any or all of their preexisting non-litigation matters (including but not limited to contract drafting, transactional work, negotiations, advice, and consultations) that Employee was already working on prior to entering into this Contract throughout the United States despite Employee's entry into this Contract. Employee agrees to endeavor to fully conclude all such preexisting non-litigation matters as soon as practicable.
- 8.7.3 For the ease of reference, Employee's continued work for his preexisting clients is referred to as "moonlighting". The City acknowledges and agrees that Employee's moonlighting may, and likely will, require Employee to be absent and unavailable during normal business hours on occasions and also for the totality of normal business days on occasions.
- 8.7.4 The City acknowledges and agrees that all compensation, entitlements, recoveries, title, interests and other awards that Employee may receive via moonlighting shall and will be solely and exclusively Employee's without any interest therein or portion thereof belonging to the City. Employee acknowledges and agrees that his moonlighting shall and will be performed independently from his performance as City Attorney, with the City having no responsibilities, obligations, duties, liabilities thereon or thereto. The City acknowledges and agrees that it shall and will pay Employee his full compensation and provide to Employee his full benefits during the moonlighting periods, without any reductions or setoffs for any reason
- 8.7.5 Employee acknowledges and agrees that his moonlighting shall and will be restricted to, as specified above, representing his preexisting clients on their preexisting matters or issues that Employee was already working on prior to entering into this Contract. Thus, by contrast, Employee acknowledges and agrees that he shall not and will not accept any new client(s) or become engaged on any new matter(s) or issue(s) during his employment by the City under this Contract (except as authorized in subparagraph 8.7.6 below). Further, Employee agrees that if his representation of any preexisting client or his work on any preexisting matter or issue creates a conflict of interest with his employment by the City under this Contract, that Employee shall and will either cease representing such client, cease working on such matter or issue, or resign his

employment under this Contract.

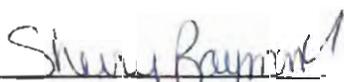
8.7.6 Employee acknowledges and agrees that once he has finished representing all of his preexisting clients on their preexisting matters or issues that Employee was already working on prior to entering into this Contract, that the moonlighting periods shall and will forever cease and that Employee shall and will no longer work for any client other than the City or work on matters or issues unrelated to the City. However, as a partial modification to the preceding sentence, the City acknowledges and agrees that Employee shall and will always have an unrestricted and continuing right – even after the moonlighting periods cease – to represent himself or any member(s) of his family on any new matter or issue so long as he does so independently from his performance as City Attorney and that such representation does not conflict with Employee’s employment by the City.

9. Counterparts

This Contract may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each party.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the dates indicated below.

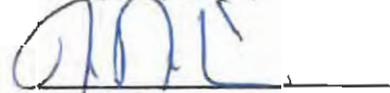
CITY OF SELAH (“City”):



Sherry Raymond, Mayor

Dated: Feb. 23, 2021

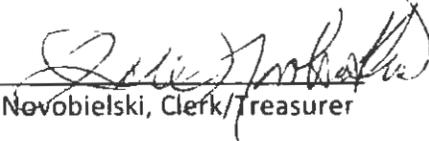
D. R. (ROB) CASE (“Employee”):



D. R. (Rob) Case, WSBA #34313

Dated: 03-24-2021

ATTEST:



Dale Novobielski, Clerk/Treasurer



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 6/14/2022
Agenda Number: N-7

Action Item

Title: Resolution Authorizing the Mayor to Sign, on Behalf of the City, Change Order No.1 and Change Order No.2 with Belsaas & Smith Construction, Inc., for Work on Certain Components of the Selah Wastewater Collections Improvements Project.

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$236,144.71 and 18 working days

Funding Source: 415 000 094 594 35 63 70

Background/Findings/Facts: This pertains to the City's ongoing Wastewater Collections Improvements Project. Change Order No. 1 is due to the existing manhole at Fremont Avenue and 4th Street where it was planned to be tied in to and redirect the existing sewer was not a sewer manhole; it was storm. In order to tie into the existing sewer near this location, additional depth manholes and sewer pipe will be required. This change order adds 15 working days and \$192,100.70 to the contract. Change Order No. 2; during excavation for the new sewer main, the native material changed and the contractor was unable to shore the trench without the trench walls caving in. These cave ins created additional work since the footprint of the trench expanded; additional work includes replacing curb, gutter, sidewalk, and roadway that failed since the trench undermined them. Additional work also included loss of production rates of the sewer main, as calculated by the engineer. This change order adds 3 working days and \$44,044.01 to the contract. The City's Public Works Department is seeking approval from the City Council for the Mayor to sign such proposal on behalf of the City, so that this work can proceed when appropriate.

Recommended Motion: I move to approve the 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:**

7/23/2019 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
12/8/2020	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
12/14/2021	A Resolution # 2885 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 Improvements Project Bid Award
1/11/2022	Resolution No. 2890 authorizing the mayor sign, on behalf of the City, a two-page written contract with Baer Testing and Engineering, Inc., for work on certain components of the Selah Wastewater Collections Improvements Project

RESOLUTION NO. 2927

RESOLUTION AUTHORIZING THE MAYOR TO SIGN CONSTRUCTION CONTRACT CHANGE ORDER NO. 1 AND CHANGE ORDER NO. 2 BETWEEN THE CITY OF SELAH AND BELSAAS & SMITH FOR THE WASTEWATER COLLECTION SYSTEMS IMPROVEMENTS PROJECT

WHEREAS, the City of Selah signed a construction contract to make certain improvements to the sanitary sewer system, and

WHEREAS; the City wishes to change that contract due to unsuitable soils, additional hot mix asphalt, curb, gutter, and additional depth of the sewer main and manhole installation;

WHEREAS; these change orders will result in an additional 18 working days to the construction contract;

WHEREAS; these change orders will result in an additional \$236,144.71 to the construction contract;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign a construction contract Change Order No. 1 and Change Order No. 2 with Belsaas & Smith for the Wastewater Collection System Improvements Project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of June, 2022.



Sherry Raymond, Mayor

ATTEST:



Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:



Rob Case, City Attorney

CHANGE ORDER NO.: 1

Owner: City of Selah
 Engineer: HLA Engineering and Land Surveying, Inc.
 Contractor: Belsaas and Smith Construction
 Project: Wastewater Collection System Improvements
 Contract Name:

Owner's Project No.: N/A
 Engineer's Project No.: 19027
 Contractor's Project No.:

Date Issued: 12/15/21

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

The existing manhole at Fremont Avenue and 4th Street where we planned to tie in and redirect the existing sewer was not a sewer manhole; it was storm. To tie into the existing sewer near this location, additional depth manholes and sewer pipe will be required.

Sewer manholes #25, #26, and #27 from the original plans will need to be revised per the new plan sheet. Revisions included additional depth manholes, deeper 12" sewer pipe, and new 24" storm pipe.

Attachments:

Revised Plan Sheets 23 and 24. Change Order No. 1 Breakdown

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,880,592.68</u>	Original Contract Times: Substantial Completion: <u>110 working days</u> Ready for final payment: <u>110 working days</u>
Change from previously approved Change Orders No. to No.: \$ <u>N/A</u>	Change from previously approved Change Orders No. to No.: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,880,592.68</u>	Contract Times prior to this Change Order: Substantial Completion: <u>110 working days</u> Ready for final payment: <u>110 working days</u>
Contract Price increase from this Change Order: \$ <u>192,100.70</u>	Working day increase due to this Change Order: Substantial Completion: <u>15 working days</u> Ready for final payment: <u>35 working days</u>
Contract Price incorporating this Change Order: \$ <u>2,072,693.38</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>125 working days</u> Ready for final payment: <u>145 working days</u>

Recommended by Engineer (if required)

By: *[Signature]*
 Title: PE
 Date: 6/23/22

Authorized by Contractor

[Signature]
J.P.
6/22/2022

Authorized by Owner

By: *[Signature]*

Approved by Funding Agency (if applicable)

STERRY RAYMOND
Title: MAYOR, CITY OF SELAH
Date: JUNE 27, 2022

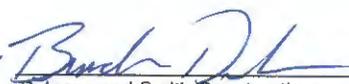
CHANGE ORDER NO. 1

OWNER: City of Selah
 PROJECT NAME: Wastewater Collection System Improvements
 HLA PROJECT NO.: 19027
 CONTRACTOR: Belsaas and Smith Construction

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including State Sales Tax):	\$1,880,592.68
Current Contract Price Adjusted by Previous Change Order(s) (Including State Sales Tax):	\$1,880,592.68
Change in Contract Price Due to This Change Order (Including State Sales):	\$192,100.70
Adjusted Contract Price Due to This Change Order (Including State Sales Tax):	\$2,072,693.38

Original Contract Completion Date:	110 Working Days
Current Contract Completion Date Adjusted by Non-Working Days and/or Previous Change Order:	110 Working Days
Change in Contract Completion Date Due to This Change Order:	Fifteen (15) Additional Working Days
Revised Contract Completion Date:	125 Working Days

CONTRACTOR:  Date: 6/22/2022
 Belsaas and Smith Construction

ENGINEER:  Date: 6/22/22
 HLA Engineering and Land Surveying, Inc.

OWNER:  Date: 6-27-2022
 City of Selah

June 9, 2022

City of Selah
Wastewater Collection System Improvements
HLA Project No.: 19027

CHANGE ORDER NO. 1

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
46	Manhole 48 In. Diam. Type 1	EA	2	\$17,172.50	\$34,345.00
47	Doghouse Manhole 48 In. Diam.	EA	1	\$20,172.00	\$20,172.00
48	PVC Sanitary Sewer Pipe 12 In. Diam.	LF	590	\$280.27	\$165,359.30
49	Storm Sewer Pipe 24 In. Diam.	LF	18	\$1,334.00	\$24,012.00
CHANGE ORDER NO. 1 SUBTOTAL					\$243,888.30
8.3% STATE SALES TAX					\$20,242.73
CHANGE ORDER NO. 1 TOTAL					\$264,131.03

Adjustment in Bid Proposal Quantities

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
3	Project Temporary Traffic Control (Increase)	Month (SOVs)	0.5	\$12,000.00	\$6,000.00
10	Manhole 48 In. Diam. Type 1 (Reduction)	EA	-3	\$4,382.00	(\$13,146.00)
21	PVC Sanitary Sewer Pipe 12 In. Diam. (Reduction)	LF	-582	\$102.00	(\$59,364.00)
ADJUSTMENT IN BID QUANTITIES SUBTOTAL					(\$66,510.00)
8.3% STATE SALES TAX					(\$5,520.33)
ADJUSTMENT IN BID QUANTITIES TOTAL					(\$72,030.33)

Change in Contract Price Due to This Change Order: \$192,100.70

REASON:

The existing manhole at Fremont Avenue and 4th Street where we planned to tie in and redirect the existing sewer was not a sewer manhole; it was storm. In order to tie into the existing sewer near this location, additional depth manholes and sewer pipe will be required.

Sewer manholes #25, #26, and #27 from the original plans will need to be revised per the new plan sheet. Revisions included additional depth manholes and deeper 12" sewer pipe.

ACCOMPLISHING WORK:

Street, sewer, and storm improvements shall be completed in accordance with WSDOT Standard Specification and Special Provisions applicable sections.

CHANGE ORDER NO.: 2

Owner: City of Selah
 Engineer: HLA Engineering and Land Surveying, Inc.
 Contractor: Belsaas and Smith Construction
 Project: Wastewater Collection System Improvements
 Contract Name:

Owner's Project No.: N/A
 Engineer's Project No.: 19027
 Contractor's Project No.:

Date Issued: 12/15/21

Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

During excavation for the new sewer main from MH #9 to MH #10, the native material changed, and the contractor was unable to shore the trench without the trench walls caving in. These cave ins created additional work since the footprint of the trench expanded; additional work includes replacing curb, gutter, sidewalk, and roadway that failed since the trench undermined them.

Attachments:

Change Order No. 2 Breakdown

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,880,592.68</u>	Original Contract Times: Substantial Completion: <u>110 working days</u> Ready for final payment: <u>110 working days</u>
Change from previously approved Change Orders No. 1: \$ <u>192,100.70</u>	Change from previously approved Change Orders No. 1: Substantial Completion: <u>15 working days</u> Ready for final payment: <u>35 working days</u>
Contract Price prior to this Change Order: \$ <u>2,072,693.38</u>	Contract Times prior to this Change Order: Substantial Completion: <u>125 working days</u> Ready for final payment: <u>145 working days</u>
Contract Price increase from this Change Order: \$ <u>44,044.01</u>	Working day increase due to this Change Order: Substantial Completion: <u>3 working days</u> Ready for final payment: <u>3 working days</u>
Contract Price incorporating this Change Order: \$ <u>2,116,737.39</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>128 working days</u> Ready for final payment: <u>148 workings days</u>

Recommended by Engineer (if required)

By: *Stephen G. Hogg*

Title: PE

Date: 6/23/22

Authorized by Contractor

Brandon Drexler

Brandon Drexler

6/22/2022

Authorized by Owner

By: *Sherry Raymond*

Title: SHERRY RAYMOND

Approved by Funding Agency (if applicable)

Date: MAYOR, CITY OF SELAH _____
JUNE 27, 2022 _____

CHANGE ORDER NO. 2

OWNER: City of Selah
 PROJECT NAME: Wastewater Collection System Improvements
 HLA PROJECT NO.: 19027
 CONTRACTOR: Belsaas and Smith Construction

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including State Sales Tax):	\$1,880,592.68
Current Contract Price Adjusted by Previous Change Order(s) (Including State Sales Tax):	\$2,072,693.38
Change in Contract Price Due to This Change Order (Including State Sales):	\$44,044.01
Adjusted Contract Price Due to This Change Order (Including State Sales Tax):	\$2,116,737.39

Original Contract Completion Date:	110 Working Days
Current Contract Completion Date Adjusted by Non-Working Days and/or Previous Change Order:	125 Working Days
Change in Contract Completion Date Due to This Change Order:	Three (3) Additional Working Days
Revised Contract Completion Date:	128 Working Days

CONTRACTOR:  Date: 6/22/2022
 Belsaas and Smith Construction

ENGINEER:  Date: 6/23/22
 HLA Engineering and Land Surveying, Inc.

OWNER:  Date: 6.27.2022
 City of Selah

June 9, 2022

City of Selah
Wastewater Collection System Improvements
HLA Project No.: 19027

CHANGE ORDER NO. 2

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
50	Loss of Production (Sta. 18+67 to 21+00)	LF	236	\$12.07	\$2,848.52
CHANGE ORDER NO. 2 SUBTOTAL					\$2,848.52
8.3% STATE SALES TAX					\$236.43
CHANGE ORDER NO. 2 TOTAL					\$3,084.95

Adjustment in Bid Proposal Quantities

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
6	Unclassified Excavation Incl. Haul (Increase)	CY	185	\$20.00	\$3,700.00
7	Crushed Surfacing Top Course (Increase)	TON	290	\$29.00	\$8,410.00
8	HMA Cl. 3/8-Inch PG 64H-28 (Increase)	TON	80	\$129.00	\$10,320.00
15	Select Backfill, As Directed (Increase)	CY	240	\$36.00	\$8,640.00
31	Cement Conc. Traffic Curb and Gutter (Increase)	LF	70	\$85.00	\$5,950.00
32	Cement Conc. Sidewalk 4-Inch Thick (Increase)	SY	8	\$100.00	\$800.00
ADJUSTMENT IN BID QUANTITIES SUBTOTAL					\$37,820.00
8.3% STATE SALES TAX					\$3,139.06
ADJUSTMENT IN BID QUANTITIES TOTAL					\$40,959.06

Change in Contract Price Due to This Change Order: \$44,044.01

REASON:

During excavation for the new sewer main from Station 18+67 to 21+00, the native material changed and the contractor was unable to shore the trench without the trench walls caving in. These cave ins created additional work since the footprint of the trench expanded; additional work includes replacing curb, gutter, sidewalk, and roadway that failed since the trench undermined them. Additional work also included loss of production rates for installation of the sewer main, as calculated by the engineer.

ACCOMPLISHING WORK:

Street, sewer, and storm improvements shall be completed in accordance with WSDOT Standard Specification and Special Provisions applicable sections.

From: [Stephen Hazzard](#)
To: [Wallace, Rocky](#)
Subject: Wastewater Collection System Change Order
Date: Tuesday, June 14, 2022 7:21:53 AM
Attachments: [image001.jpg](#)

Rocky,

Please consider approving the change order for the Wastewater Collection System project from Belsaas and Smith for the deeper sewer main in order to tie into the existing sewer near 4th and Fremont. HLA reviewed a couple other options for rerouting the sewer main and determined that the proposed change order is the best option for the City.

The first option included installing new sewer on 3rd Street, instead of 4th street, from Naches Avenue to Fremont then west to 4th Street. This option would cost approximately \$400,000 to \$500,000; or about double the cost of the proposed change order.

The second option was to reroute the sewer at the 3rd/4th Street alley on Naches Avenue. This option would not provide the needed improvements for future sewer tie in on Fremont Avenue from 4th to 10th in order to eliminate the maintenance issues the City currently has for the sewer in the backyards north of Fremont from 4th to 10th. We would have to install additional sewer main on the future project which would add approximately \$400,000 to that project.

Please let me know if you have any question.

Thanks,



Stephen S. Hazzard, PE
HLA Engineering and Land Surveying, Inc.
2803 River Road Yakima, WA 98902
Office: 509-966-7000 | Cell: 509-840-4746
shazzard@hlacivil.com | www.hlacivil.com

COUNCIL ROLL CALL LIST

Meeting Date: JUNE 14, 2022

Here	ATTENDANCE	Abs.
✓	Kevin Wickenhagen	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson	

YES	AIS: N-5	NO
✓	Kevin Wickenhagen	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson 2	
✓	Roger Bell 1	
✓	Michael Costello	
✓	Russell Carlson	

UNANI.

YES	AIS: N-1	NO
✓	Kevin Wickenhagen	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson	
✓	Roger Bell 1	
✓	Michael Costello 2	
✓	Russell Carlson	

YES	AIS: N-6	NO
	Kevin Wickenhagen	✓
✓	Jared Iverson 2	
✓	Elizabeth Marquis	
	Clifford Peterson	✓
	Roger Bell	✓
	Michael Costello	✓
✓	Russell Carlson 1	

FAILED

YES	AIS: M-2	NO
✓	Kevin Wickenhagen 1	
✓	Jared Iverson	
	Elizabeth Marquis	✓
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello 2	
	Russell Carlson	✓

YES	AIS: N-7	NO
✓	Kevin Wickenhagen	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson 1	
✓	Roger Bell 2	
✓	Michael Costello	
✓	Russell Carlson	

UNANI.

YES	AIS: N-2	NO
✓	Kevin Wickenhagen	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS: N-3	NO
✓	Kevin Wickenhagen 1	
✓	Jared Iverson	
✓	Elizabeth Marquis 2	
✓	Clifford Peterson	
✓	Roger Bell	
✓	Michael Costello	
✓	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

UNANI.

5 YES
2 NO

UNANI.

UNANI.

