



SELAH CITY COUNCIL

August 23, 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: 8/23/2022
5:30pm: Regular Meeting

Mayor:
Mayor Pro Temp:
Council Members:

Sherry Raymond
Russell Carlson
Kevin Wickenhagen
Jared Iverson
Elizabeth Marquis
Clifford Peterson
Roger Bell
Michael Costello

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

City Administrator:
City Attorney:
Clerk/Treasurer:

Joe Henne
Rob Case
Dale Novobielski

AGENDA

- A. **Call to Order – Mayor Raymond**
- B. **Roll Call**
- C. **Councilmember Absence**
- D. **Pledge of Allegiance**
- E. **Invocation provided by ~~Tom Morris from Selah Calvary Chapel~~**
- 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**

1. Proclamation #2022-03: Public Proclamation by the Mayor of Selah Regarding Temporary Signs Along Roadways.

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: August 9, 2022 Council Meeting |
| * Dale Novobielski | 2. Approval of Claims & Payroll |
| * Dale Novobielski | 3. Ordinance amending the 2022 budget for the APRA funds |
| * Rocky Wallace | 4. (N-3) Resolution Accepting the 2022 Crack Seal Project Complete |
| * Rocky Wallace | 5. (N-4) Resolution authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency Project Prospectus for the Valleyview/South Third Street/Southern Avenue Improvements Project |
| * Rocky Wallace | 6. (N-5) Resolution authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency Agreement Supplement Number 3, to Obligate Construction funding for the Valleyview/South Third Street/Southern Avenue Improvements Project |

L. **Public Hearings**

1. Public Hearing to Consider Proposed Revisions to Standards of Decorum for Public Comments at City Council Meetings

M. **General Business**

1. New Business **None**
2. Old Business
 - a. Contract Information Update for the City's Solid Waste Contract

N. **Resolutions**

- | | | |
|-------------|-----|--|
| James Lange | N-1 | Resolution Authorizing the Mayor to sign a 5 year Planned Equipment Maintenance Agreement between Cummins Inc. and Selah Fire Department |
|-------------|-----|--|

James Lange	N-2	Resolution Authorizing the Mayor to Sign a Nine-Page Joint Operating Agreement with Yakima County Fire Protection District No. 2
Rocky Wallace	N-3	(<i>On Consent Agenda</i>) Resolution Accepting the 2022 Crack Seal Project Complete
Rocky Wallace	N-4	(<i>On Consent Agenda</i>) Resolution authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency Project Prospectus for the Valleyview/South Third Street/Southern Avenue Improvements Project
Rocky Wallace	N-5	(<i>On Consent Agenda</i>) Resolution authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency Agreement Supplement Number 3, to Obligate Construction funding for the Valleyview/South Third Street/Southern Avenue Improvements Project

O. Ordinances

* Dale Novobielski	O-1*	(<i>On Consent Agenda</i>) Ordinance amending the 2022 budget for the APRA funds
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P. Public Appearances **None**

Q. Reports/Announcements

1. Departments	
2. Council Members	
3. City Administrator	
4. City Attorney	
5. Boards	None
6. Mayor	

R. Executive Session **None**

S. Adjournment

Next Regular Meeting: September 13, 2022



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/23/2022

Agenda Number: J-1

Informational Item

Title: Public Proclamation #2022-03 by the Mayor of Selah Regarding Temporary Signs Along Roadways

From: Mayor Sherry Raymond

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: See Proclamation

Recommended Motion:

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

115 West Naches Avenue
Selah, Washington 98942

Phone 509-698-7328
Fax 509-698-7338

CITY OF SELAH PROCLAMATION #2022-03

PUBLIC PROCLAMATION BY THE MAYOR OF SELAH REGARDING TEMPORARY SIGNS ALONG ROADWAYS

WHEREAS, the federal Constitution and state constitution guarantee, among other things, the fundamental right of freedom of speech; and

WHEREAS, one method for expressing speech is to use temporary signs that display words and/or images; and

WHEREAS, the City-owned grass strips along the streets of Jim Clements Way, North Wenas Avenue, North First Street and South First Street have been deemed by a federal court to be the City's equivalent of a public square for purposes of speech; and

WHEREAS, the City recently updated its Sign Code – specifically Selah Municipal Code chapter 10.38 – so as to expressly allow temporary signs of specified size to be installed on those grass strips; and

WHEREAS, members of the public have been installing, and likely will continue to install, temporary signs on the grass strips as expressly allowed by the City's Sign Code, including but not limited to traditional campaign signs during political seasons and also other advocacy signs both during and outside of political seasons; and

WHEREAS, controversies arose in the past as to the placement and content of temporary signs that had been installed on the grass strips, with some members of the public believing that no signs should be installed on the grass strips irrespective of content, with other members of the public believing that certain signs should not be installed on the grass strips due to specific content, and with some members of the public taking it upon themselves to remove signs that they felt were inappropriate or that contained content that they disagreed with; and

WHEREAS, in an effort to resolve such controversies and prevent their reoccurrence, I am issuing this Public Proclamation;

NOW THEREFORE, as Mayor I hereby publicly proclaim, and instruct and forewarn all members of the public, as follows:

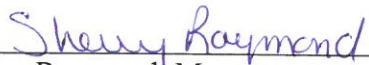


1. Residents, property owners, property users and visitors to Selah must not tamper with or remove anyone else's temporary signs on or from the grass strips, because everyone has an equal legal right to install temporary signs on the grass strips so long as those signs comply with the other provisions of the City's Sign Code. City staff has the exclusive authority to enforce the City's Sign Code, including but not limited to permanently removing any signs from the grass strips that violate any aspect of the City's Sign Code and briefly removing temporary signs from the grass strips when necessary for maintenance of the grass or performance of other necessary City work; and

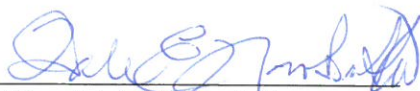
2. You may face criminal prosecution if you tamper with or remove anyone else's temporary signs on or from the grass strips. You do not have any legal right to tamper with or remove anyone else's temporary signs on or from the grass strips. You must leave other people's temporary signs alone when they are installed on the grass strips; and

3. Selah welcomes and serves all persons regardless of their race, ethnicity, national origin, age, religion, creed, beliefs, political opinions, sex, sexual orientation, gender identity, gender expression, actual or perceived disability, economic status, or other diverse backgrounds.


ISSUED this 23rd day of August, 2022.


Sherry Raymond, Mayor

ATTEST:


Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/23/2022

Agenda Number: K-1

Action Item

Title: Approval of Minutes, August 9, 2022 Regular 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 Meeting Minutes
August 9, 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, Jared Iverson; Elizabeth Marquis; Clifford Peterson; Roger Bell; Michael Costello, Russell Carlson
- Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney; Dan Christman, Chief of Police; James Lange, Fire Chief; Zack Schab, Recreation Director; Rocky Wallace, Public Works Director; Dale Novobielski, City Clerk/Treasurer; Treasa Morales, Public Records Manager.
- C. Councilmember Absence **None**
- D. Pledge of Allegiance
- E. Invocation: Toby Joeckel from Peace Lutheran Church gave prayer
- F. Agenda Changes **None**
- G. Public Appearances/Introductions/Presentations
1. Katrina Henkle from the Selah Downtown Association gave report and updated council on events happening around town.
- H. Getting To Know Our Businesses **None**
- I. Communications
1. Roger Williams, Selah Resident commented on the regulation of Side-by-Sides in City Limits. Mr. Williams said he wants to know about a resolution or ordinance regarding use of them in City of Selah. Said he rode his into town and was stopped by a Selah Police Officer who told him they are not legal on City roads at this time. Wondering what the plan is.
- a. Mayor Raymond told Mr. Williams to stick around because there will be more discussion on this topic further in the meeting.
- 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 Bell moved to approve the consent agenda as written. Councilmember Peterson seconded. By voice vote, motion passes.

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

- | | | |
|-------------------|-----|---|
| *Treesa Morales | 1. | Approval of Minutes: June 26, 2022 Council Meeting |
| *Dale Novobielski | 2. | Approval of Claims and Payroll:
Payroll Checks No. 85039-85064 for a total of \$325,100.46
Claim Checks No. 178510-178578 for a total of \$989,465.93 |
| *Rocky Wallace | N-1 | Resolution Authorizing the Mayor to Sign Task Order No. 2022-06 with HLA Engineering and Surveying, Inc., for Engineering and Surveying Services establishing a Crusher Canyon Sewer Benefit Area |
| *Rocky Wallace | O-1 | Ordinance Amending the 2022 Budget for the Rebuild of the WWTP UV Reactor |

L. Public Hearings **None**

M. General Business
1. New Business **None**
2. Old Business

- | | | |
|---------------|----|--|
| Dan Christman | 1. | Discussion of a Sample Draft Ordinance and Proposed Update to the Selah Municipal Code for Regulations Involving Use of ATV's/UTV's on City Roads. |
|---------------|----|--|

Introduced by Mayor Raymond, and presented by Police Chief, Dan Christman. Chief discussed the draft Ordinance provided and opened the floor to questions from Council.

Councilmember Wickenhagen expressed areas of the draft he likes, and said he likes the way it looks as it is.

Chief Christman clarified that whatever happens tonight, the Ordinance still needs to be vetted by the City Attorney.

Councilmember Peterson referenced the bottom of page 2 regarding the approved age of drivers. Mr. Peterson asked Council for their thoughts on the age stated in the draft. Councilmember Wickenhagen said he would not vote for anything that limits what an 18-year-old can do. Chief Christman referenced 18-year-olds with an unrestricted license, but that if the Council wishes, he can change it to 16-year-olds with limitations as stated on their license. Chief reminded council that of the traffic

stops he's made in the City for people driving UTV's on the roads, two of them were underage drivers, but that if the Ordinance is adopted, he would suggest a continued education period before enforcement. Chief stated there is an insurance piece in the Ordinance as well. Since it is required, not having insurance would be a violation of the code. Chief Christman referenced the helmet piece of the draft, and gave difference instances where a rider would need a helmet, and times when the wouldn't.

Councilmember Carlson asked if the officers could pull someone over if they just look underage. Chief responded, no, the officer must have another reason.

Chief Christman referenced prohibited areas where UTV's are not allowed. Reminded council that all state highways are off limits and will remain off limits in the ordinance. Chief also stated he plans to develop a map to attach to the Ordinance to clearly show areas where UTV's are allowed. Councilmember Peterson asked if the plan is to include all of S. First Street, or just to the Jim Clements Way intersection. Chief Christman gave thoughts on Highway-823, explained to Council where the road changes from State Highway to City roads.

Councilmember Costello said he agrees with the 18-year age limit. Stated to Chief Christman that he appreciates how easy it is to read and understand.

Councilmember Carlson asked for Chief Christman's thoughts on why the UTV's are not allowed on State Highway roads. Chief replied it possibly could be because of traffic. Stated that these vehicles were never to be driven on paved roads and there is no crumple zone to protect the drivers. Chief said it could be why they are not allowed on State Highway roads.

Councilmember Bell gave his appreciation for the Draft. Stated he especially likes the insurance part as it helps to relieve some liability from the City.

Councilmember Peterson gave appreciation of the draft as well. Said it's very easy to understand.

City Attorney Case asked for any other substantive input – items the Council would like to see added or removed. Councilmember Carlson said he still does not like the UTV's on roads, has seen continuous problems on with them on the road. Mr. Carlson stated concerns over people not following the rules, and that he's still not in favor of the Ordinance.

Councilmember Christman clarified that he removed the definition for ATV's. The proposed draft only addresses – and approves – UTV's and side-by-sides on the road.

Mayor Raymond asked council for confirmation they are ready to send this draft to the City Attorney. Council agreed.

Joe Henne 2. Discussion of Listing of Possible American Rescue Plan Act (ARPA) Funding Expenditures

Introduced by Mayor Raymond and Presented by City Administrator, Joe Henne. Mr. Henne spoke of the revised list and referenced the \$0-balance budget. Mr. Henne stated the DCR was added per council request, but the list is still short of full needs. Mr. Henne stated that if council likes the list, the department heads will still come back to Council during budget discussions and request the funds for 2023.

Chief Christman provided input regarding a Designated Crisis Responder (DCR) and stated the estimated number provided is good depending on what Council wants in Selah. Chief stated that he has talked with Comprehensive Mental Health (CMH) to help get a DCR at Selah. Chief said the \$120,000 estimate is good depending on how much experience the Council expects in an applicant. Chief also suggested that he can bring an experienced DCR Manager from CMH to a Council meeting if so desired by Council.

Councilmember Bell asked if CMH provided a cost to contract with them. Chief Christman said, no, not yet.

Councilmember Marquis discussed that she noticed the after-school program was removed from the list and asked why. Mr. Henne stated that, after discussing with Parks and Recreation Staff, they decided that more time needs to be spent on the project before requesting funds.

Councilmember Bell suggested to have the City pay someone else to run the after-school program. Councilmember Wickenhagen said the Church program he was involved in was operated by a few volunteers from the Church, and gave the Council details on the program. Mr. Wickenhagen recognized that it's highly needed in the community and could attract more than 100 kids. Councilmember Bell agreed, and restated that because of that, it could be worth exploring having someone other than the City run the program.

Recreation Director Schab clarified that the original number did not come from him directly. He said he was previously told he could use the money saved from the 4th of July Event Budget. Also stated he plans to bring a program plan to Council during budgets. Requested Council reach out with any questions.

City Attorney Case clarified that the City administrator wants to vote on two things: first, the expenditure of the \$50,000 for the Selah Food Bank.

Councilmember Costello moved to approve, Councilmember Carlson Seconded.

Roll was called. Councilmember Wickenhagen – yes; Councilmember Iverson – yes; Councilmember Marquis – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes. By voice vote, motion passes to approve the expenditure of \$50,000 to the Selah Food Bank.

City Attorney Case presented the second request from City Administrator, Henne, regarding the Public Records Software purchase. Mr. Henne reminded Council that there is an annual/recurring maintenance fee for the software. Mr. Case stated terms might be required, so approval from Council is conditional depending on the contract presented by the Records Software Company. Mr. Case suggested a councilmember move to approve the expenditure of up to \$9,100 to purchase records software as long as the contract is acceptable per the City Administrator and City Attorney. Councilmember Bell moved to approve as presented. Councilmember Wickenhagen seconded.

Roll was called. Councilmember Wickenhagen – yes; Councilmember Iverson – yes; Councilmember Marquis – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes. By voice vote, motion passes to approve the expenditure of up to \$9,100 to purchase Public Records Software.

City Clerk/Treasurer Novobielski confirmed that Council should expect to see a budget adjustment for the two approved items at the next Council Meeting. Mayor Raymond responded, yes.

N. Resolutions

N-1 **RELOCATED Resolution Authorizing the Mayor to Sign Task Order No. 2022-06 with HLA Engineering and Surveying, Inc., for Engineering and Surveying Services establishing a Crusher Canyon Sewer Benefit Area.**

Resolution N-1 was passed in one vote during the approval of the consent agenda.

N-2 Resolution authorizing the Mayor to sign a Transportation Improvement Board (TIB) Funding Application for the 2022 Urban Active Transportation Program for the Naches Avenue Sidewalk Project.

Introduced by Mayor Raymond and presented by Public Works Director, Rocky Wallace. Mr. Wallace gave details regarding the Resolution. Councilmember Carlson asked about the side walk project at City Hall. Mr. Wallace stated it might be part of this package, but he is still unsure.

Councilmember Carlson moved to approve the Resolution as presented. Councilmember Costello seconded.

Mayor Raymond asked Council for discussion.

Councilmember Bell asked if the ramp and stairs for City hall would or should be approved at the same time. Councilmember Wallace clarified that if they are scheduled correctly, then yes, they can be completed at the same time.

Seeing no more discussion, Roll was called. Councilmember Wickenhagen – yes; Councilmember Iverson – yes; Councilmember Marquis – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes. By voice vote, motion passes to approve the Resolution authorizing the Mayor to sign a Transportation Improvement Board (TIB) Funding Application for the 2022 Urban Active Transportation Program for the Naches Avenue Sidewalk Project.

N-3 Resolution authorizing the Mayor to sign a Transportation Improvement Board (TIB) Funding Application for the 2022 Arterial Preservation Program for the Fremont Avenue Resurfacing Project.

Introduced by Mayor Raymond and Presented by Public Works Director, Rocky Wallace. Mr. Wallace explained the Resolution and requested approval.

Councilmember Wickenhagen moved to approve the Resolution as presented. Councilmember Peterson seconded.

Mayor Raymond asked Council for Discussion.

Councilmember Bell stated that it seems to be a waste of money if the whole project isn't completed. Expressed concerns over why Staff couldn't have foreseen this issue. Mr. Wallace explained that the original project exceeded the amount from TIB. Mr. Henne explained that TIB on gives \$400,000 for a project, and explained where the money is applied and where the City came up short. Councilmember Bell restated his concerns, said both the City and TIB are wasting money by not finishing the project when having to remobilize and restart.

Seeing no other discussion, Roll was called. Councilmember Wickenhagen – yes; Councilmember Iverson – yes; Councilmember Marquis – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes. By voice vote, motion passes to approve the Resolution authorizing the Mayor to sign a Transportation Improvement Board (TIB) Funding Application for the 2022 Arterial Preservation Program for the Fremont Avenue Resurfacing Project.

O. Ordinances

O-1 Ordinance Amending the 2022 Budget for the Rebuild of the WWTP UV Reactor. (On Consent Agenda**).**

Ordinance O-1 was passed in one vote during the approval of the consent agenda.

P. Public Appearances

Tony Coursy – spoke for 2 minutes on 2016 request forms, said he has pictures about water right claim at 609 N. First Street, and said the City put in a fire hydrant. Mr. Coursy said he was not happy with people and he delay in response and no communication.

Q. Reports/Announcements

- Departments

- Chief Christman gave report.
- Chief Lange gave report.
- Mr. Wallace gave report
- Mr. Novobielski gave report

2. Councilmembers

- Councilmember Wickenhagen – No report
- Councilmember Iverson – No report
- Councilmember Marquis – No report
- Councilmember Peterson – No report
- Councilmember Bell – No report
- Councilmember Costello – No report
- Councilmember Carlson – No report

3. City Attorney Report – gave report, explained to Council that the Mayor will sign the settlement agreement with SAFE today. Reminded Council that deadlines start, specifically for the Mural Committee.

4. City Administrator Report - Gave report, expressed appreciation for the APRA funds approval

5. Mayor Report – asked Council to lobby commissioners and talk to them. Also congratulated Councilmember Bell for receiving his Advanced Certificate of Municipal Leadership from AWC.

6. Boards

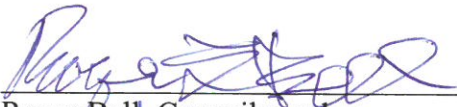
- a. Jennifer Leslie (Permit Specialist): Planning Commission Minutes from January 18, 2022 Meeting (Signed)

R. Executive Session **None**

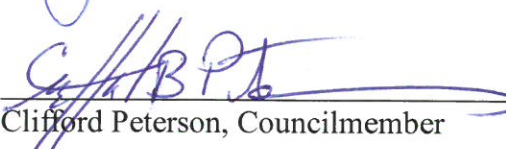
S. Adjournment

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

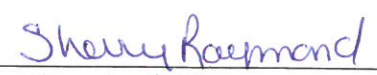
The meeting adjourned at 6:46pm.

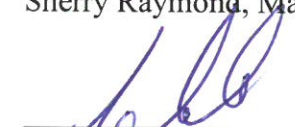

Roger Bell, Councilmember


Jared Iverson, Councilmember

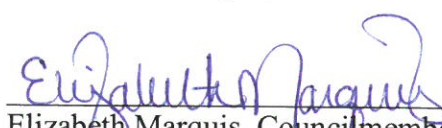

Clifford Peterson, Councilmember


Michael Costello, Councilmember

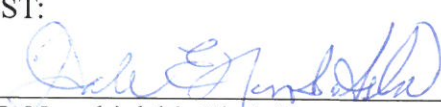

Sherry Raymond, Mayor


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: 8/23/2022

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: 8/23/2022

Agenda Number: L-1

Action Item

Title: Public Hearing to Consider Proposed Revisions to Standards of Decorum for Public Comments at City Council Meetings

From: Rob Case, City Attorney

Action Requested: Public Hearing - Open Record

Staff Recommendation: Conduct a public hearing so City staff may receive input as to the proposed new Standards of Decorum

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: One component of the recent settlement of the S.A.F.E. litigation is that the City must revise its Standards of Decorum for public comments at City Council meetings. As part of that process, the City must allow potential input by members of the public as to what the new Standards of Decorum should be. Thus, a public hearing on the topic will be held during the City Council meeting of August 23, 2022. After any public input is received, the new Standards of Decorum will become effective at a later date and will then be posted on the City's website.

Pages 2 and 3 of the Settlement Agreement are appended hereto, as section 3.d. entitled "Revised Standards of Decorum" explains the City's obligation as to revising the Standards of Decorum.

The current Standards of Decorum read as follows: "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."

As City Attorney, I propose revising the Standards of Decorum to read as follows (with editing marks applied for the present analysis purposes, but those marks would be removed when the

final new Standards of Decorum are published): "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~~ pertain to City business and official actions are the most valued, but comments pertaining to 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 may also be offered. Constructive criticism of City officials is allowed including constructive criticism specifically mentioning City officials or employees by name as to official actions, 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 submitted written comment that is deemed inappropriate and the Mayor or presiding officer may turn off the podium microphone or otherwise silence any in-person comment that is deemed inappropriate. These standards are subject to revision and will be updated whenever necessary in order to comply with constitutional requirements."

As previously stated above, the new Standards of Decorum will be finalized at a later date and then will be published on the City's website. I and the Mayor will take into consideration any input provided by the public during today's public hearing, any input provided by members of the City Council either today or on a later date prior to the new Standards of Decorum being finalized and published, and also any input provided by members of the public on a later date prior to the new Standards of Decorum being finalized and published.

Recommended Motion: N/A

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:**

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,



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/23/2022

Agenda Number: M-2-a

Informational Item

Title: Contract information updates of the City's Solid Waste Contract

From: Joe Henne, City Administrator

Action Requested: Informational - No Action Needed

Staff Recommendation: None.

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: This is to keep the City council updated on information sent to us by Basin Disposal. A comparison between the existing contract and a proposed new contract is included in this information packet as well as a proposed rate increase for 2023.

Recommended Language for Use by Mayor: N/A – for informational purposes only.

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

Date: **Action Taken:** None



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

phone (509) 547-2476
fax (509) 547-8617

Dear Council and Staff,

Selah's current contract with Basin disposal was signed in 2007. At the request of our customers and to standardize our contracts we present you with this newer form of our current contract which provides:

- ✓ Clarification
- ✓ Standardized features
- ✓ Flexibility
- ✓ Options for future services such as billing
- ✓ An index

Some of the key features/changes you should be aware of are highlighted in the table below:

Old contract	New Contract
No index	Index
1. Term 10 year - rolling	Term 15 Years – rolling – higher equipment costs are amortized over longer term contract to keep rates low
2. Contractor has exclusive right to collect and remove all solid waste – solid waste includes source separated recyclables, ag waste excluded if transported directly to a properly permitted and approved site.	Sec. 4 Scope of Work - Same provisions regarding exclusive rights with expanded definitions, (Treetop will continue to operate as is) hours of operation and exceptions for hazardous conditions. Addition of support for disabled persons, site planning assistance, safeguarding of public and private property
3. Spring Clean up	None listed
5. Recycling - co-mingled program 96-gallon toter- subscription service 1x/month	5.5 Recycling 2x/month, green waste program options - with council ability to toggle program on and off depending on markets

8-9 ii Consideration to be Paid	6. Substantially the same with 6.3.2 Fuel Expense Adjustments built into contract, Appendixes stating charges for recycling and shift of all responsibility for recycling to Selah. 6.3.8 allowing changes to contract based on required regulatory or legislative laws.
---------------------------------	--

Currently Selah does all its own billing	6.4.1-6.4.2.2 Optional provisions should Selah ask Basin to take over billing functions at a future date
20 Emergency Collections/Provisions – No financial penalties for Basin when they miss collections	7. Performance fees, defaults, remedies Specific actions, fines and timelines for Basin should collections be missed
25. Insurance liability for injury or death and damage to property	9.2 Contractor offers Minimum scope of insurance including automobile, commercial, workers comp, hazardous waste hauling. Deductibles, verification of coverage, subcontractors and Performance bonds
26. Indemnification	10 General Terms including Indemnification and 18 subheadings dealing with legal remedies, permits and licensing, relationship of parties, etc.

I look forward to answering any questions you may have and thank you for considering adopting this updated contract. Please keep in mind, Basin is and has been paying all costs for Selah's recycling. Your earliest decision on adopting this new form contract and a decision on how Selah intends to proceed with recycling will be much appreciated.

Respectfully yours,

R. Francik

Rebecca Francik
Basin Disposal- Gov. Relations
rebeccaf@basindisposal.com
509-380-3583 – cell
509-542-4905 - office



August 12, 2022

Mayor Sherry Raymond
City of Selah
115 W. Naches Avenue
Selah, WA 98942

Dear Mayor Raymond:

I hope this letter finds you in good health and spirits. It is time for the contractual rate adjustment based on the (Consumer Price Index) CPI. Please consider this letter as a request for a meeting to discuss the proposed CPI increase adjustment scheduled for January 1, 2023.

The contract specifies a CPI adjustment of rates, based on 80% of All Urban Consumers CPI, West Size Class B/C, All Items, Base 1996=100. We are utilizing June data. The 12-month percentage change is 8.5%; the adjustment factor is 6.8% ($8.5\% \times .80 = 6.8\%$) to be applied to the service component of all rates defined in the contract. The weighted average increase is 4.78%. For your convenience, I am enclosing a copy of the proposed rates along with a copy of the CPI sheet.

We are willing to meet with you for conversation on the topic of the upcoming rate adjustment and are willing to address any other solid waste issues. Thank you for your attention in this matter, and please feel free to contact me at 509-544-7709, should you have any questions.

Basin Disposal of Yakima, LLC is very appreciative of the opportunity to provide services to the City of Selah.

Sincerely,

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

Francisco Alcala
Sr. Financial Analyst
Basin Disposal of Yakima, LLC

Enclosures



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

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

CITY OF SELAH RATES
EFFECTIVE 1/1/23-12/31/23

RESIDENTIAL FEES			COMMERCIAL FEES		
	2022	2023		2022	2023
DEPOSIT			DEPOSIT		
32 GALLON TOTE	\$9.88	\$10.35	64 GALLON TOTE	\$11.03	\$11.56
64 GALLON TOTE	\$11.03	\$11.56	96 GALLON TOTE	\$13.51	\$14.16
96 GALLON TOTE	\$13.51	\$14.16	ADD'L 64 GALLON	\$5.29	\$5.54
ADD'L 64	\$5.29	\$5.54	ADD'L 96 GALLON	\$7.95	\$8.33
ADD'L 96	\$7.95	\$8.33	ADD'L EXTRAS	\$2.18	\$2.28
RES 96/64 COMBO	\$18.54	\$19.43	EXTRA YDS	\$17.55	\$18.39
OCCASIONAL XTRA	\$2.18	\$2.28			
YD WASTE 3 BAGS	\$1.89	\$1.98	SPECIAL PICKUPS	2022	2023
SR/DISABLED	\$9.68	\$10.34	1.0YD	\$14.07	\$14.74
WALK- IN PER FOOT	\$0.18	\$0.19	1.5YD	\$12.12	\$12.70
EXTRA YDS	\$17.55	\$18.39	2YD	\$17.39	\$18.22
RECYCLING	N/C	N/C	3YD	\$23.46	\$24.58
			4YD	\$30.28	\$31.73
PERM SMALL	2022	2023	6YD	\$43.54	\$45.62
DELIVERY FEE	N/A	N/A	8YD	\$53.01	\$55.55
DAILY RENT	N/A	N/A			
1YD 1X	\$56.37	\$59.07	MISC ADDITIONAL CHARGES	2022	2023
1YD 2X	\$74.03	\$77.57	LOCKING CONT PER MO	\$17.45	\$18.64
1.5YD 1X	\$48.48	\$50.80	TIRES	N/A	N/A
1.5YD 2X	\$94.34	\$98.85	TRACTOR TIRES	N/A	N/A
2YD 1X	\$69.57	\$72.90	STEAM CLEAN (+ DEL FEE)	N/A	N/A
2YD 2X	\$136.49	\$143.02	APPLIANCES	\$11.41	\$11.96
3YD 1X	\$93.89	\$98.38			
3YD 2X	\$187.85	\$196.84			
4YD 1X	\$121.19	\$126.99			
4YD 2X	\$242.37	\$253.96			
6YD 1X	\$174.19	\$182.52			
6YD 2X	\$348.41	\$365.08			
8YD 1X	\$212.08	\$222.23			
8YD 2X	\$424.14	\$444.43			
DROP BOXES	2022	2023			
DELIVERY FEE	\$33.58	\$35.86			
DAILY RENT	\$2.35	\$2.51			
MILEAGE	N/A	N/A			
PER TON	\$36.68	\$36.68			
20YD (4 X 8 X 16)	\$60.22	\$64.31			
30YD (6 X 8 X 16)	\$74.28	\$79.33			
40YD 7 X 8 X 16)	\$85.95	\$91.79			
20YD COMP	\$134.56	\$143.71			
30YD COMP	\$146.79	\$156.77			
40YD COMP	\$159.04	\$169.85			



U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 ▼ To: 2022 ▼

☐ include graphs ☐ include annual averages[More Formatting Options](#)

Data extracted on: July 14, 2022 (12:38:40 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURN400SA0

Not Seasonally Adjusted

Series Title: All Items in West - Size Class B/C, all urban consumers, not seasonally adjusted

Area: West - Size Class B/C

Item: All Items

Base Period: DECEMBER 1996=100

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	138.465	138.997	140.235	140.619	140.834	140.375	139.645	139.971	140.600	140.847	140.287	139.768	140.054	139.921	140.186
2013	139.865	141.072	141.573	141.788	141.838	141.805	141.940	142.228	142.277	141.954	141.736	141.751	141.652	141.324	141.981
2014	141.998	142.120	142.813	143.077	144.253	144.522	144.435	144.317	144.506	144.214	143.398	142.669	143.527	143.130	143.923
2015	142.022	143.005	143.887	144.426	145.346	145.198	144.917	144.752	144.507	144.379	143.595	143.398	144.119	143.981	144.258
2016	143.932	144.128	144.264	145.128	145.942	145.866	145.850	145.829	146.130	146.328	146.004	145.918	145.443	144.877	146.010
2017	146.469	147.451	147.880	148.496	148.789	148.792	148.691	149.255	149.954	150.336	150.003	149.920	148.836	147.980	149.693
2018	150.564	151.200	151.702	152.350	153.201	153.546	153.464	153.797	154.158	154.729	154.625	154.228	153.130	152.094	154.167
2019	154.328	154.671	155.178	156.523	157.488	157.564	157.465	157.654	157.738	158.635	158.482	158.496	157.019	155.959	158.078
2020	158.599	159.183	159.129	158.824	158.301	158.857	159.752	160.528	160.846	161.141	161.069	160.840	159.756	158.816	160.696
2021	161.199	162.042	163.257	165.088	166.813	168.425	169.267	169.477	171.226	172.214	172.722	167.642	164.471	170.814	
2022	174.269	175.890	178.019	179.339	180.810	182.790								178.520	

12-Month Percent Change

Series Id: CUURN400SA0

Not Seasonally Adjusted

Series Title: All Items in West - Size Class B/C, all urban consumers, not seasonally adjusted

Area: West - Size Class B/C

Item: All Items

Base Period: DECEMBER 1996=100

Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	2.6	2.3	2.2	1.8	1.6	1.5	1.1	1.3	1.5	1.6	1.4	1.3	1.7	2.0	1.3
2013	1.0	1.5	1.0	0.8	0.7	1.0	1.6	1.6	1.2	0.8	1.0	1.4	1.1	1.0	1.3
2014	1.5	0.7	0.9	0.9	1.7	1.9	1.8	1.5	1.6	1.6	1.2	0.6	1.3	1.3	1.4
2015	0.0	0.6	0.8	0.9	0.8	0.5	0.3	0.3	0.0	0.1	0.1	0.5	0.4	0.6	0.2
2016	1.3	0.8	0.3	0.5	0.4	0.5	0.6	0.7	1.1	1.3	1.7	1.8	0.9	0.6	1.2
2017	1.8	2.3	2.5	2.3	2.0	2.0	1.9	2.3	2.6	2.7	2.7	2.7	2.3	2.1	2.5
2018	2.8	2.5	2.6	2.6	3.0	3.2	3.2	3.0	2.8	2.9	3.1	2.9	2.9	2.8	3.0
2019	2.5	2.3	2.3	2.7	2.8	2.6	2.6	2.5	2.3	2.5	2.5	2.8	2.5	2.5	2.5
2020	2.8	2.9	2.5	1.5	0.5	0.8	1.5	1.8	2.0	1.6	1.6	1.5	1.7	1.8	1.7
2021	1.6	1.8	2.6	3.9	5.4	6.0	6.0	5.6	5.7	6.3	6.9	7.4	4.9	3.6	6.3
2022	8.1	8.5	9.0	8.6	8.4	8.5								8.5	

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Telephone: 1-202-691-5200 Telecommunications Relay Service: 7-1-1 www.bls.gov [Contact Us](#)

term of this Contract as provided for in Section 33. Payment shall be made to CONTRACTOR by the CITY monthly for services rendered in the prior month, and all charges assessed for said prior month, pursuant to the provisions of the Contract, shall be deducted from such monthly payment. The customer count shall be based upon the record of active customers every month.

9. Escalation Clause: The Contract shall be adjusted on the Anniversary Date each year in an amount not to exceed eighty percent (80%) of the Consumer Price Index - All Urban Consumers; Seattle-Tacoma-Bremerton, "All Items", Base Period 1982-84 = 100, hereinafter referred to as the "Adjustment Index". The Contract adjustment on the first Anniversary Date will be computed using the Adjustment Index for October 1, 2006, as the base and the percentage increase or decrease will be determined between the base and the percentage increase or decrease as of October 1, 2007. Thereafter, the contract adjustment shall be based upon the percentage increase or decrease in the Adjustment Index from October to October.

In addition the Contractor shall be allowed the following rate adjustments:

i) Tipping Fee Increases. The Contractor shall be allowed to pass through to the CITY's customers any approved governmental increases or decreases in tipping fees. The Contractor shall provide the CITY with notice of any tip fee increase or decrease immediately upon the Contractor being officially notified of an adjustment in such fees but, in any event, not less than 45 days prior to the requested effective date of the pass through rate increase or decrease.

ii) Contractor may also apply to the CITY for rate adjustments to reflect any unforeseen increases in costs of operations which may arise during the term of the Contract, such as increased taxes, and/or other governmental fees and surcharges. The Contractor shall submit a written request to adjust the rates no more than 120 days and not less than 60 days prior to the proposed effective date of the requested change. The CITY shall promptly consider such proposed rate change and shall not unreasonably withhold any rate increase based upon the occurrence of an unforeseen circumstance.

10. Reports supplied by CONTRACTOR: In addition to any report required by law, the CONTRACTOR shall keep adequate, complete and current records showing the number and size of loads collected within the limits of the CITY and the approximate tonnage of solid waste hauled by CONTRACTOR to the disposal site. Such information shall be available to the CITY at the request of the CITY Mayor or his/her designee.

11. Volume Reduction: CONTRACTOR should use its best efforts to implement any economically and technically feasible volume reduction methods which are generally available to the public.

12. Mandatory Collection: Garbage and refuse collection shall be mandatory within the city limits of the CITY.

13. Collection Schedules: CONTRACTOR shall use its best efforts at all times to keep all persons from whom it is collecting garbage and refuse advised of the schedules for collection both day and time of pickup and shall further exert its best efforts to maintain actual collection in accordance with written schedules.

Collection of all commercial and industrial accounts shall be required on a regularly scheduled basis. Collection in the residential area shall be a minimum of once per week. CONTRACTOR may, but is not required to, provide collection service on Saturdays, Sundays and holidays.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/23/2022

Agenda Number: N-1

Action Item

Title: Resolution Authorizing the Mayor to Sign a Planned Equipment Maintenance Agreement with Cummins Inc.

From: James Lange, Fire Chief

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: Fire District Commissioners - Approval

Fiscal Impact: \$1,354.14 average per year (for a duration of five years)

Funding Source: Fire Fund 103

Background/Findings/Facts: The previous expansion project of Fire Station 22 on Harrison Road included, among other things, installation of an onsite backup generator. The Fire Department needs to enter into an agreement with a servicing company for such generator, consistent with applicable federal regulations (*i.e.*, NFPA 100, 8.4.2.3). Cummins Inc. is able to act as the servicing company and has prepared a five-page submission, which includes a Planned Equipment Maintenance Agreement. If entered into, the duration term of the Agreement would run through September 30, 2026 – essentially five years from the present date, covering years 2022, 2023, 2024, 2025 and 2026. The provisions of the Agreement are acceptable to City staff.

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. 2938

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PLANNED
EQUIPMENT MAINTENANCE AGREEMENT WITH CUMMINS INC.

WHEREAS, the City desires to enter into an agreement with Cummins Inc., whereby the City's Fire Department can obtain annual servicing of the backup generator at Station 22 on Harrison Road consistent with the standards of NFPA 110, 8.4.2.3; and

WHEREAS, Cummins has prepared a five-page submission, which includes a Planned Equipment Maintenance Agreement that would – if entered into – have a duration term through September 30, 2026; and

WHEREAS, the provisions of such five-page submission – including the written Planned Equipment Maintenance Agreement – are acceptable to City staff;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH WASHINGTON, that the Mayor be and is authorized to sign the year Planned Equipment Maintenance Agreement in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH WASHINGTON, this 23rd day of August, 2022.

Sherry Raymond
Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski
Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case
Rob Case, City Attorney



**Sales and
Service**

8/16/2022

SELAH FIRE DEPARTMENT YCFD #2
206 W FREMONT AVE
SELAH, WA 98942
RE: Planned Maintenance Proposal

Dear James Lange,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Travis Neely

Travis Neely
Sales Manager Western US
Office: (830) 327-8794
Cell: (830) 327-8794
Email: travis.neely@cummins.com



**Sales and
Service**

Cummins Inc.
1905 Central Ave.
Yakima, WA 98901
Phone: (509) 248-9033
Fax: (509) 457-8953

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
SELAH FIRE DEPARTMENT YCFD #2	Name: James Lange	Quote Date: 8/16/2022
206 W FREMONT AVE	Phone: 509-698-7310	Quote Expires: 10/15/2022
SELAH, WA 98942	Cell:	Quote ID: QT-7297
Customer #: 4753424	Fax:	Quoted By: Travis Neely
Payment Type: Pay As You Go	E-mail: james.lange@selahwa.gov	Quote Term: 5 Year

Site Name: HARRISON RD FIRE STATION

(1830 HARRISON RD YAKIMA WA 98901)

Unit Name: C190527497

Make: Cummins

Model: C60D6C

S/N: C190527497

Size: 60kW

ATS Qty: 0

Notes:

Work to be performed during
normal business hours Monday -
Friday, 8am -5pm.

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	September	Full Service	1	\$764.26	\$764.26
1	September	Loadbank (1.5 Hrs)	1	\$520.00	\$520.00
Year 1 Total: \$1,284.26					
2	September	Full Service	1	\$785.57	\$785.57
2	September	Loadbank (1.5 Hrs)	1	\$532.60	\$532.60
Year 2 Total: \$1,318.17					
3	September	Full Service	1	\$807.51	\$807.51
3	September	Loadbank (1.5 Hrs)	1	\$545.58	\$545.58
Year 3 Total: \$1,353.09					
4	September	Full Service	1	\$830.12	\$830.12
4	September	Loadbank (1.5 Hrs)	1	\$558.95	\$558.95
Year 4 Total: \$1,389.07					
5	September	Full Service	1	\$853.40	\$853.40
5	September	Loadbank (1.5 Hrs)	1	\$572.71	\$572.71
Year 5 Total: \$1,426.11					

Total Agreement Amount:* **\$6,770.72**

**Quote does not include applicable taxes*



**Sales and
Service**

Cummins Inc.
1905 Central Ave.
Yakima, WA 98901
Phone: (509) 248-9033

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
SELAH FIRE DEPARTMENT YCFD #2	Name: James Lange	Quote Date: 8/16/2022
206 W FREMONT AVE	Phone: 509-698-7310	Quote Expires: 10/15/2022
SELAH, WA 98942	Cell:	Quote ID: QT-7297
Customer #: 4753424	Fax:	Quoted By: Travis Neely
Payment Type: Pay As You Go	E-mail: james.lange@selahwa.gov	Quote Term: 5 Year

Total Agreement Amount:*

\$6,770.72

**Quote does not include applicable taxes*

Total Agreement Amount Does Not Include Applicable Taxes. Please call (425) 235-3400 for invoice total prior to sending payment.

Selection Required for Load Bank Test

Readings will be taken every 15 minutes, unless otherwise specified.

*If no selection is made, we will perform this option by default

- ☐ *Annual Load Bank Test, NFPA 110, 8.4.2.3 The generator set will be loaded to a load factor of not less than 50% of the EPS kW nameplate rating for 30 minutes, load will then be increased to a load factor not less than 75% of the EPS kW nameplate rating for 60 minutes for a total run time of 1.5 continuous hours.
- ☐ *50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 60 minutes, for a total of 1.5 continuous hours
- ☐ 80% of the EPS nameplate kW rating for 1.5 continuous hours
- ☐ Other – Please Specify _____

Please return signed agreement to:

Cummins Sales and Service
1800 Fryar Ave
Sumner, WA 98390
Phone: (425) 235-3400
Fax: (425) 254-8964

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-7297)

Cummins Inc. Approval

Signature: Sherry Raymond Signature: _____

Date: 8-24-22 Date: _____

James Lange
8-24-22

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIAL REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator Planned Equipment Maintenance INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional - Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/23/2022

Agenda Number: N-2

Action Item

Title: Resolution Authorizing the Mayor to Sign a Nine-Page Joint Operating Agreement with Yakima County Fire Protection District No. 2

From: Jim Lange, Fire Chief, & Rob Case, City Attorney

Action Requested: Approval

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

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: The City's Fire Department has a long-existing relationship with Yakima County Fire Protection District No. 2. The relationship is governed in part by applicable state statutes and also in part by an existing written agreement. The District's Commissioners have redrafted the written agreement, not to change any substantive component of the parties' relationship but instead to clarify certain points and clean-up some language. A copy of the proposed new agreement – labeled Joint Operating Agreement, and measuring nine pages – is appended hereto. The terms of the new agreement are acceptable to City staff. Thus, City staff requests that the City Council authorize the Mayor to sign the new agreement.

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. 2936

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A NINE-PAGE JOINT
OPERATING AGREEMENT WITH YAKIMA COUNTY FIRE PROTECTION
DISTRICT NO. 2

WHEREAS, the City desires to replace the preexisting written agreement between the City's Fire Department and Yakima County Fire Protection District No. 2 with a new nine-page agreement – labeled Joint Operating Agreement; and

WHEREAS, the terms of the proposed new agreement are acceptable to City staff;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the new nine-page Joint Operating Agreement in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 23rd day of August, 2022.

Sherry Raymond
Sherry Raymond, Mayor

ATTEST:

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

APPROVED AS TO FORM:

Rob Case
Rob Case, City Attorney

JOINT OPERATING AGREEMENT

CITY OF SELAH AND YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 2

1. PARTIES:

1. City of Selah, a non-chartered code city, "City" hereafter.
2. Yakima County Fire Protection District No. 2, "District" hereafter.

2. RECITALS:

2.1 This agreement is entered into by the City under the authority of RCW 35A.11.040 and the District under the authority of RCW 52.12.031 and in conformity of RCW 39.34, the Interlocal Cooperation Act.

2.2 The City has maintained a fire department and has been rendering fire protection and emergency aid services inside and outside its corporate limits in conjunction with the District.

2.3 The District has maintained a fire department and has been rendering fire protection and emergency aid services inside and outside its corporate limits in conjunction with the City.

2.4 The City and District have had between them written agreements regarding fire protection services up to the present and both agencies now desire to clarify and change the respective duties and obligations of the parties herein.

2.5 In the best interests of the City and the District they established a Joint Operating Agreement executed on November 29, 2017, to govern the operation of the fire department and set forth the duties and obligations of the parties herein.

2.6 The term "fire department" or "department" refers to the organization, equipment, and personnel necessary to provide fire protection and emergency aid services both inside and outside the corporate limits of each party.

3. AGREEMENT:

3.1 Membership. The parties agree to establish a Joint Fire Board, "Joint Board" hereinafter, for the purpose of overseeing the operation of the fire department in carrying out the objectives provided for in this agreement and to ensure that the mission of each party to provide fire protection and emergency medical services is accomplished. The Joint Board shall consist of the City Mayor or the Mayor's designee, and the Chairman of the District Commissioners or the Chairman's designee from the Commissioners of the District.

3.2 Authority. The Joint Board shall implement the terms and conditions of this agreement. Neither the City or the District shall have the authority to modify or revise the terms of this agreement on their own, nor shall either party have the authority to incur financial liabilities or obligations on behalf of either party to this agreement, except as provided by this agreement. In the event the Joint Board is unable to achieve a majority vote on a matter reasonably necessitating a decision and action on such matter, then such unresolved matter or matters shall be referred to each party.

3.3 Meetings. The Joint Board shall meet annually during budget preparation, and as needed. The time and place for the meetings shall be established by the Joint Board. A quorum of the Joint Board shall consist of each representative present for each of the parties to this agreement. Actions of the Joint Board shall require the affirmative vote of both members of the Joint Board. The City or the District shall provide a secretary to the Joint Board who shall take minutes of the Joint Board meetings and provide such other secretarial services as may be required by the Joint Board.

4. SERVICES:

4.1 The City, in association with the District, shall provide the following services within the boundaries of the City including any areas that may be annexed to the City during the term of this agreement:

1. Fire Suppression Services
2. Emergency Medical Services (EMS)
3. Fire Prevention Education Services
4. International Fire Code Inspection Services
5. International Fire Code Pre-Application Review
6. Fire Investigation Services

4.2 The District, in association with the City, shall provide the following services within the boundaries of the District including any areas that may be annexed to the District during the term of this agreement:

1. Fire Suppression Services
2. Emergency Medical Services (EMS)
3. Fire Prevention Education Services
4. Assist County Fire Marshall in International Fire Code Inspections
5. Assist County Fire Marshall in Fire Investigation Services

4.3 Fire and EMS Services. Fire suppression and emergency medical services shall be provided to each party. Neither party assumes the liability for failure to provide such services by reason of circumstances beyond that party's control. In the event of simultaneous fire or medical aid calls within the City and District resulting in the resources of the Department being taxed beyond its ability to render equal protection, the officers and agents of the Department shall determine how to allocate the resources of the Department.

4.4 Education Services. Fire Protection Education Services shall be provided to each party, to include programs in schools, public and private groups.

4.5 Inspection Services. The City, in association with the District, shall conduct a Fire Prevention Inspection Program in compliance with the provisions and guidelines of the International Fire Code. All costs associated with the enforcement of the International Fire Codes, within the City, shall be borne by the City.

4.6 Fire Investigation Services. The Fire Chief or their designee shall be responsible for the investigation of fires within the City and maintain cooperation with the County Fire Marshall and any other investigative agency for fires in the District.

4.7 Contracts, Agreements. Both the City and the District shall continue to comply with all existing contracts and mutual aid agreements to which the respective parties are signatory.

4.8 Services to the Public. For the purpose of providing efficient services, the parties shall implement the facilities, equipment and personnel into one Department known as the "Selah Fire Department."

5. FUNDING:

5.1 The City agrees, each year, to levy, collect and provide for operation of the Department a public safety utility tax and an ad valorem tax of the assessed valuation of the City of the current year property tax levy and in addition all funds received for providing fire protection to County, State and Federal properties within the City of Selah.

5.2 The District agrees, each year, to levy, collect and provide to the City, for operation of the Department an ad valorem tax, up to the maximum allowable levy amount per \$1,000 of assessed valuation of the District, in accordance with the Revised Code of Washington 84.52.050. The funds, together with the funds collected by the City pursuant to the immediately preceding paragraph herein (minus the funds retained by the District) shall constitute the Joint Budget as referred to herein. The District Fire Commissioners shall be allowed to retain a portion of the amounts levied and collected, referred to above, for the purpose of maintaining the operation of their offices, and capital improvements to District facilities. The Fire District Commissioners shall be responsible for accounting for the use of the funds retained by the District.

5.3 The formula used to calculate the City and Districts' portion of the Joint Budget shall be the combined 3-year average of the percentage of population, and call volume.

Example:

City					
	2014	2013	2012	3-year average	
Population	7340	7290	7205	7278	38.9%
	2013	2012	2011		
Call Volume	584	514	527	542	44.3%

Share of Fire Department Budget	41.6%
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6. JOINT OPERATING BUDGET:

6.1 Budget. The Fire Chief shall propose and present a Joint Budget for the Department, based on funds projected to be deposited or transferred to Fund number 103 - Fire Control and Fund number 150 - Equipment Reserves, to the City Administrator or their designee and the Fire Commissioners of the Fire District, in accordance with the BARS manual by October 15th of each respective year, itemizing operations, programs and capital purchases which mutually benefit the combined jurisdictions represented. The Fire Chief shall then present the proposed budget to the Joint Board at the annual November meeting for the purpose of recommending the approval or disapproval of the Joint Budget. Upon approval of said Joint Budget, the Joint Board shall recommend its approval to each party for approval by November 20th of each year.

6.2 Budget Accounting. The City on behalf of the Joint Board shall have the responsibility for fiscal accounting to the Washington State Auditor on behalf of both parties for the Joint Budget. The District shall have the responsibility for fiscal accounting to the Washington State Auditor for matters relating to the funds which the District retains for operations of the office pursuant to paragraph 5.2 above.

6.3 Reserve Funds. Reserve funds shall be established as needed, for property, facilities, apparatus and equipment. All unexpended revenues, donations and unanticipated revenues will be placed in a reserve fund controlled by the City. As of the date of this agreement, the Department fund numbers and titles are as follows:

<u>Fund Number</u>	<u>Title</u>
103	Fire Control
150	Fire Equipment Reserve
153	EMS Equipment Reserve
303	Fire Building Reserve

7. PROPERTY OWNERSHIP:

7.1 Joint Ownership. It is also understood that all equipment purchased after the "Contract for Fire Prevention and Protection," August 8, 1966, City Ordinance No. 357 and the revision, October 28, 1980, City Resolution 589, are jointly owned by the parties; however, all property, apparatus and equipment purchased in its entirety by either party before or after this agreement shall, in the event of termination of this agreement, remain the sole property of the purchasing party. In the event it cannot be determined who was the "purchasing party," the parties agree that those apparatus, equipment, and property purchased to the date of this agreement and not listed on Schedule "A" shall be divided by their value on the date of termination in a ratio equal to the percentage of the amount paid by each party. An up-to-date list of property (herein referred to as Schedule "A") will be made available to the parties each year for consideration in their budget cycle.

7.2 Salvage Funds. All funds recovered by the sale or salvaging of any properties, facilities or equipment shall be applied to the cost of replacing said equipment or placed in the equipment reserve funds, Funds No. 150 and 153, for future purchase of equipment and need not necessarily replace like equipment.

7.3 Maintenance. The cost of maintenance and repair of all properties, facilities, vehicles and equipment shall be paid for by funds from the Joint Budget.

8. PERSONNEL:

8.1 Personnel. All employees of the Department shall be employees of the City. The employees of the Department are not employees of the District. The City shall fill all full-time, and part-time positions as approved in Joint Budget. The Fire Chief and/or their designee shall have the responsibility to fill all volunteer positions within the Department. The Mayor of the City and/or their designee shall have direct supervisory and evaluation responsibilities of the Fire Chief subject to paragraph 8.3 below. The City shall also oversee other employment and related matters for the Department, including but not limited to layoffs, suspensions, demotions, termination of employment and other sanctions. All full-time Department employees of the City shall serve at the pleasure of the Mayor, subject to the provisions regarding the Fire Chief in paragraph 8.3 below. All full-time department employees, including the Fire Chief, are subject to City of Selah personnel rules and regulations, Fire Civil Service regulations or, if the employee is a union member, the collective bargaining agreement. All volunteer members are considered "at will" and have no property right in any position held. The Fire Chief and/or their designee shall have direct supervisory and evaluation responsibilities for volunteer members.

8.2 Fire Chief. The Selah Fire Chief shall serve as Fire Chief for both the City and District and shall act to implement the policies and resolutions of the City and the District.

8.3 Fire Chief Position, Hiring and Firing. The parties recognize that the position of Fire Chief is an extremely important position and acknowledge that it is in the best interest of the parties herein to have employed as Fire Chief the most qualified individual. In the event of a vacancy in the position of Fire Chief, the parties agree that the position shall be filled by the joint efforts of the City and the District. The Mayor of the City of Selah shall have the authority to appoint the Fire Chief, but only with the agreement of a majority vote of the entire Fire District Commissioners Board. In the event that the Mayor and the Fire District Commissioners Board cannot agree on an individual to fill the position (and only after 120 days have passed since the Mayor informed the Board in writing of their choice for the position) either party may require binding arbitration to determine who shall fill the position. The arbitrator shall base the decision on who is the "best qualified individual for the position." The Mayor shall also oversee other employment and related matters for the Fire Chief, including but not limited to, layoff, suspension, demotion, termination of employment and other sanctions, but only with the agreement of a majority vote of the Fire District Commissioners Board. In the event that the Mayor and the Fire District Commissioners Board cannot agree on the termination of the Fire Chief (and only after 30 days have passed since the Mayor informed the Board in writing of their choice to terminate the employment of the Fire Chief) either party may refer the matter to binding arbitration to determine whether termination is justified under the then existing City of Selah employee rules and regulations and the Fire Civil Service regulations. If the parties cannot agree to a single arbitrator, then the matter shall be referred to three arbitrators, one to be appointed by each party, and the third to be appointed by the other two arbitrators. The arbitrators' decision shall be final and binding, and the arbitration shall be in accordance with the rules adopted by the arbitration service. The Mayor of the City of Selah shall have the authority to appoint an Interim Fire Chief in the event of a vacancy in that position with the agreement of majority vote of the Fire Commissioner's Board.

8.4 Location and Use of Personnel and Equipment. The Fire Chief shall have full authority and responsibility for the location and use of equipment owned by the City and the District. The Fire Chief shall also have full authority and responsibility for the assignment of personnel, provided that the assignment of personnel is consistent with the job descriptions adopted by the City. Each party agrees that its equipment may be used in aid of the other and will be operated as the resources of this Department.

9. INSURANCE:

9.1 Liability Insurance. All liability insurance will include Omission and Errors Coverage for the Department, Fire District Commissioners and any related Department functions or activities. Cost of the insurance will be provided for in the Joint Budget referred to in paragraph 6.1 above and purchased through the City's insurance package. The limits of the liability insurance shall be determined by the City and the District, and each party agrees to bear responsibility for any uninsured liability incurred in the joint operation of the Department.

9.2 Property Insurance. The City agrees to provide property insurance coverage, under the City's insurance package, for all Department, facilities, apparatus and equipment. The premiums for said property insurance coverage shall be paid for through the Joint Budget.

9.3 Named Insured. The City and the District shall be named on the insurance policies as their interest may appear.

10. NOTICES:

10.1 All notices, requests, demands and other communications required by this agreement shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered, or at the time of mailing if mailed by first class, postage prepaid, and addressed to the party at its address as stated in this agreement or at such address as any party may designate at any time in writing.

11. SEVERABILITY:

11.1 If any provision of this agreement or its application is held invalid, the remainder of this agreement and its application shall not be affected.

12. MODIFICATION:

12.1 This agreement represents the entire agreement between the parties. No changes, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented, or otherwise affected by course of dealings between the parties.

13. ACQUISITION:

13.1 Acquisition and sale of properties, facilities, and capital inventory. All future purchases of properties, facilities and capital inventory items from the Joint Budget will be jointly controlled.

14. BENEFITS:

14.1 This agreement is entered into for the benefit of the parties of this agreement only and shall confer no benefits, direct or implied, on any third persons.

15. DISPUTE RESOLUTION:

15.1 Prior to the use of the arbitration procedures listed herein, the parties agree, in the event of a dispute between the parties, to call a joint meeting of the City Council and the Fire District Board in an effort to resolve the dispute.

15.2 In the event a dispute cannot be resolved by the joint meeting procedure, it is hereby agreed that the dispute shall be referred to binding arbitration. The arbitrator selection shall be the same procedure as listed in paragraph 8.3 above.

15.3 In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award or fails to comply with the arbitrator's award, the other party is entitled to costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

16. TERMINATION:

16.1 Termination. Either party may terminate this agreement by notification to the other party in writing twenty-four (24) months in advance of the termination date.

16.2 Ownership of Property. On termination the parties agree that each party shall retain the equipment and real property owned by each party as described on Schedule "A".

16.2a Parties agree that all property acquired to the date of this agreement shall be divided pursuant to the provisions of paragraph 7.1 of this agreement.

16.2b Fire Station at North Third Street and West Fremont Avenue, Project 920601. The valuation of the improvements to real property shall be in ratio to the funds contributed by each party through Fund No. 150 and 303.

16.2c As to all other equipment and apparatus purchased subsequent to the date of this agreement, it shall be divided in ratio to the funds contributed by each party from the effective date of this agreement until the termination date.

16.2d Property shall be divided based upon the contributions of each party and shall be valued at its market value on the date of terminations.

16.2e Apparatus and equipment shall be divided, to the extent possible, in such manner that each party received equipment and apparatus necessary for the practical operation of each fire department.

17. TERM:

17.1 Effective Date:

17.2 Duration of Agreement. This agreement shall continue unless terminated in the manner specified above.

18. AMENDMENT TO AGREEMENT:

18.1 This agreement may be amended or modified by the joint decision of both parties.

19. MERGER:

19.1 All prior agreements of the parties are merged into this agreement and this agreement shall supersede any prior written or oral agreements between the parties.

EXECUTED this 23 DAY OF AUGUST, 2022

CITY OF SELAH

YAKIMA COUNTY FIRE PROTECTION
DISTRICT No. 2

By Sherry Raymond
Mayor Sherry Raymond

By Brad Helms
Commissioner Chairman Brad Helms

ATTESTED:

By [Signature]
City Clerk/Treasurer



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/23/2022

Agenda Number: N-3

Action Item

Title: A Resolution Accepting the 2022 Crack Seal Project Complete.

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$27,437.12

Funding Source: 111

Background/Findings/Facts: The City contracted with Central Paving, LLC to crack seal 1st street from Valleyview Avenue to Naches Avenue. Public Works inspected the work performed and believe it has been complete satisfactorily. Thus, I recommend the City accept all work on the project as complete.

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:**

7/12/2022 A Resolution No. 2928 Authorizing the Mayor to sign a Construction Contract between the City of Selah and Central Paving, LLC, of Ellensburg, WA for the 2022 Crack Seal Project.

RESOLUTION NO. 2940

RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE 2022 CRACK
SEAL PROJECT AS COMPLETE

WHEREAS, the City of Selah contracted with Central Paving, LLC to crack seal 1st Street from Valleyview Avenue to Naches Avenue; and

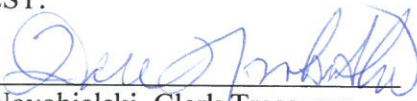
WHEREAS, all work is finished, Public Works inspected the work and no defects or deficiencies were noted; and

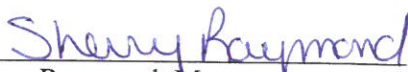
WHEREAS, the work appears to meet the contract specifications, and thus Public Works recommends that the City Council declare the project as complete and accept the work;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the project known as the 2022 Crack Seal Project is declared as complete and the City accepts the work.

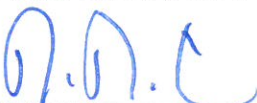
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON, this 23rd day of August, 2022.

ATTEST:


Dale Novobielski, Clerk Treasurer


Sherry Raymond, Mayor

APPROVED AS TO FORM:


Rob Case, City Attorney



August 17, 2022

City of Selah
115 West Naches Avenue
Selah, WA 98942

Attn: Mayor Sherry Raymond

Re: City of Selah
2022 Crack Sealing
HLA Project No.: 22006
Final Progress Estimate and Project Acceptance

Dear Mayor Raymond:

Enclosed is Progress Estimate No. 01 designated as the Final for work performed by Central Paving, LLC through August 5, 2022 in connection with their contract on the above referenced project. The amount due the contractor of \$27,437.12 is net per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the City of Selah Council.

This letter also serves as our recommendation for acceptance of this project by your City Council. We have reviewed the work performed by Central Paving, LLC on this project and believe it has been completed satisfactorily. Please provide us with a copy of the Council resolution authorizing project acceptance.

The Final Contract Voucher Certification from the contractor which states that all labor and materials furnished on this project have been paid for is attached.

Central Paving, LLC has provided the required approved "Intent to Pay Prevailing Wages" form to the City of Selah (attached).

The retainage bond on this project should be released to Central Paving, LLC after acceptance of the project and when the City of Selah has confirmed that there are no liens or claims for labor and materials furnished on this project.

Please forward a copy of your Council Resolution authorizing release of Retainage.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,

For Terry D. Alapeteri, PE
TDA/egs

Enclosures

Copy: Rocky Wallace, City of Selah
Angela Ringer, HLA

CONSTRUCTION PROGRESS ESTIMATE

CITY OF SELAH

2022 CRACK SEALING

TO: Central Paving, LLC
1410 W. Dolarway Rd.
Ellensburg, WA 98926

HLA PROJECT NO.: 22006G
PROGRESS ESTIMATE NO.: 01 and Final
FROM: Aug. 04, 2022 TO: Aug. 05, 2022



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
1	A	Mobilization	LS	1	\$ 1,388.00	\$ 1,388.00	1	\$ 1,388.00	0	\$ -	1	\$ 1,388.00	100%
2	A	Project Temporary Traffic Control	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	0	\$ -	1	\$ 6,000.00	100%
3	A	Crack Sealing	LF	19,500	\$ 1.08	\$ 21,060.00	18,564	\$ 20,049.12	0	\$ -	18,564	\$ 20,049.12	95%
Subtotal						\$ 28,448.00		\$ 27,437.12		\$ -		\$ 27,437.12	96%
No Sales Tax						\$ -		\$ -		\$ -		\$ -	
Project Total						\$ 28,448.00		\$ 27,437.12		\$ -		\$ 27,437.12	
Project Total (Including Sales Tax)						\$ 28,448.00		\$ 27,437.12		\$ -		\$ 27,437.12	96%
Retainage Withheld										\$ -		\$ -	
(Retainage Bond No. 2324099) 0%										\$ -		\$ -	
Plus Materials on Hand										\$ -		\$ -	
Amount Due Progress Estimate No.: 01 and Final								\$ 27,437.12		\$ -		\$ 27,437.12	

I hereby certify that the foregoing is a true and correct statement of the work performed under this contract.

Terry D. Alapeteri, PE

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.

John Brown

Central Paving, LLC

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Statement of Intent to Pay Prevailing Wage

Project Detail - Project Dashboard

Document Received Date: 8/8/2022

Intent ID: 1255906

Affidavit ID:

Status: Approved On 8/8/2022

Company Details

Company Name:

Central Paving LLC

Address:

1410 W Dolarway Road
ELLENSBURG, WA, 98926

Contractor Registration No.

CENTRPL856RJ

WA UBI Number

603439290

Phone Number

509-929-1044

Industrial Insurance Account ID

52234300

OMWBE Certifications as of 8/8/2022

No active certifications existed when Intent was submitted

Email Address

joel@centralpavingllc.com

Filed By

Joel Greear

Prime Contractor

Company Name

Central Paving LLC

Contractor Registration No.

CENTRPL856RJ

WA UBI Number

603439290

Phone Number

509-929-1044

Project Information

Awarding Agency

SELAH, CITY OF
115 W NACHES SELAH, WA - 98942

Awarding Agency Contact

Terry Alapeteri

Awarding Agency Contact Phone Number

509-966-7000

Contract Number

22006G

Project Name

2022 Crack Sealing

Project Description

Approximately 19,500 linear feet of hot-poured crack sealing
on S. First Street including cleaning, crack sealing, and traffic
control.

Contract Amount

\$28,000.00

Contract Type Description

*Limited Public Works (Less than \$50,000)

Bid due date

6/9/2022

Award Date

7/13/2022

Project Site Address or Directions

Payment Details

Check Number:

Transaction Id:

108836198

Intent Details

Expected project start date: (MM/DD/YYYY)

8/1/2022

In what county (or counties) will the work be performed?

Yakima

In what city (or nearest city) will the work be performed? Selah

What is the estimated contract amount? OR is this a time and materials estimate? \$28,000.00

Does your company intend to hire ANY subcontractors? No

Will your company have employees perform work on this project? Yes

Do you intend to use any apprentices? (Apprentices are considered employees.) No

How many owner/operators performing work on the project own 30% or more of the company? 0

Journey Level Wages

County	Trade	Occupation	Wage	Fringe	# Workers
Yakima	Traffic Control Strippers	Journey Level	\$50.51	\$0.00	1
Yakima	Power Equipment Operators	Motor Patrol Graders	\$73.65	\$0.00	1
Yakima	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$72.44	\$0.00	1
Yakima	Power Equipment Operators	Slipform Pavers	\$73.65	\$0.00	1
Yakima	Power Equipment Operators	Roto-mill, Roto-grinder	\$73.00	\$0.00	1
Yakima	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$69.27	\$0.00	1
Yakima	Power Equipment Operators	Spreader, Topsider & Screedman	\$73.65	\$0.00	1
Yakima	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$72.44	\$0.00	1
Yakima	Power Equipment Operators	Bobcat	\$69.27	\$0.00	1
Yakima	Truck Drivers	Dump Truck	\$52.24	\$0.00	1
Yakima	Laborers	Traffic Control Supervisor	\$46.86	\$0.00	1
Yakima	Laborers	Traffic Control Laborer	\$43.92	\$0.00	1
Yakima	Laborers	Raker - Asphalt	\$46.42	\$0.00	1
Yakima	Laborers	General Laborer	\$44.12	\$0.00	1

Public Notes

☐ [Show/Hide Existing Notes](#)

No note exists



Final Contract
Voucher Certification
City of Selah

PROJECT NAME: 2022 CRACK SEALING

PROJECT NUMBER: 22006

Date Work Physically Completed: August 5, 2022

Final Contract Amount: \$27,437.12

All work on the above referenced project has been completed in accordance with the contract documents and the final inspection has been completed, including all required project documentation.

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Selah; nor have I rented or purchased any equipment or materials from any employee of the City of Selah; that the attached final estimate is a true and correct statement showing all the monies due the claimant from the City of Selah for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Selah from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said final estimate.

The undersigned, Central Paving, LLC, also hereby certifies that all subcontractors, suppliers, and employees have been paid in accordance with the Contract Documents and all applicable laws, except for Retainage, if any, remaining to be paid.

Contractor: Central Paving, LLC

Address: 1410 West Dolarway Road
Ellensburg, WA 98926

Authorized Official: _____

Contractor Signature

Date: 8/10/2022

Print Name: _____

JOEL GREAR

Title: OWNER



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 8/23/2022

Agenda Number: N-4

Action Item

Title: Resolution authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency Project Prospectus for the Valleyview/South Third Street/Southern Avenue Improvements Project.

From: Rocky D Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact:

Funding Source: 111

Background/Findings/Facts: The Local Agency Federal Aid Project Prospectus is required by WSDOT on road projects to outline the conditions the local agency must comply with on preliminary engineering, right of way and project construction. This is a continuation of the process to obtain construction funding for the above project.

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:
12/14/2021	Resolution No. 2889 Authorizing the City Administrator to Sign the Approved Administrative Offer Summaries (AOS) for the Valleyview Ave, South Third Street, and Southern Avenue Improvement Projects
12/14/2021	Resolution No. 2888 Authorizing the Mayor to Sign a Washington State Transportation Improvement (TIB) Fuel Tax Grant Agreement P-E-182(P03)-1 For Valleyview Avenue, Third Street and Southern Avenue Improvements
11/23/2021	Resolution No. 2878 Authorizing the Mayor to Sign Task Order No. 2021-12 Between the City of Selah and HLA Engineering and Land Surveying, Inc., for Engineering and Surveying Services for the Valleyview Ave., South Third Street, Southern Avenue Sewer Improvement Project

- 7/27/2021 Resolution No.2861 Authorizing the Mayor to sign a Transportation Improvement Board (TIB) Funding Application for the 2021 Arterial Preservation Program for the Fremont Avenue Resurfacing Project
- 4/23/2019 Resolution No. 2733 Authorizing the Mayor to sign a Supplemental Agreement Number 3 with HLA Engineering and Land Surveying Inc. for Consultant Services for the Valleyview Ave. /Third St. /Southern Avenue improvement Project
- 4/23/2019 Resolution No. 2732 Authorizing the Mayor to sign the Washington State Department of Transportation (WSDOT) Local Agency Agreement Supplement Number 1 for the Valleyview/South Third Street/Southern Avenue Improvements Project
- 8/11/2015 Resolution No. 2479 Authorizing the Mayor to sign a letter to confirm continuing commitment to Project Match for the Valleyview Avenue/South Third Street/Southern Avenue Project's Right of Way and Construction phases.
- 12/10/2013 Resolution No. 2359 Authorizing the Mayor to Sign an Agreement for Certified Acceptance Services with Yakima County, Washington - STP Paving Project on Valleyview Avenue/South Third Street/Southern Avenue/South First Street
- 12/10/2013 Resolution No. 2356 Authorizing the Mayor to Sign a Local Agency Standard Consulting Agreement for Professional Municipal Engineering Services with Huibregtse, Louman Associates, Inc. for the Valleyview Avenue/South Third Street/Southern Ave/South First Street
- 7/9/2013 Resolution No. 2323 Adopting the Amended Six-Year Transportation Improvement Program for the Years 2013-2018 to Reflect the Funding Status Change to Secure the Purchase of a Clean Air Compliant Street Sweeper and Funding of the Valleyview Avenue to South Third
- 6/13/2013 Resolution No. 2319 Authorizing the Mayor to sign the Washington State Department of Transportation (WSDOT) Local Agency Federal Aid Project Prospectus for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements Project
- 6/13/2013 Resolution No. 2318 Authorizing the Mayor to sign the Washington State Department of Transportation (WSDOT) Local Agency Agreement for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements Project
- 1/22/2013 Resolution No. 2289 Authorizing the Mayor to Sign the 2013 Surface Transportation Program (STP) Funding Application for the South Selah Loop Improvement Project
- 1/8/2013 Council Study Session

RESOLUTION NO. 2941

Resolution authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency Federal Aid Project Prospectus, to Obligate Construction Funding for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements Project

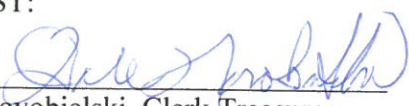
WHEREAS, The City of Selah wishes to reconstruct Valleyview Avenue/South Third Street/Southern Avenue Road; and

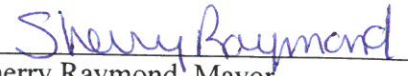
WHEREAS, the Local Agency Federal Aid Project Prospectus authorizes WSDOT to aid the City of Selah with the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign the Local Agency Federal Aid Project Prospectus, to obligate construction funding for the Valleyview Avenue/South Third Street/Southern Avenue Improvements project.

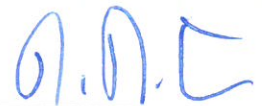
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 23rd day of August 2022.

ATTEST:


Dale Novobielski, Clerk Treasurer


Sherry Raymond, Mayor

APPROVED AS TO FORM:


Rob Case, City Attorney



**Washington State
Department of Transportation**

**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	8/17/2022
Federal Aid Project Number	STPUS-HIPUS	4709	001	DUNS Number	606701477
Local Agency Project Number	13125	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001501

Agency City of Selah		CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Valleyview Ave/S. Third St./Southern Ave/S. 1st		Start Latitude N 46.648667 End Latitude N 46.643111		Start Longitude W 120.5305 End Longitude W 120.5305	
Project Termini From-To Valleyview(1st to 3rd) Southern Ave to 1st		Nearest City Name Selah			Project Zip Code (+4) 98942-1303
Begin Mile Post	End Mile Post	Length of Project 0.65		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 1155	County Number 39	County Name Yakima
WSDOT Region South Central Region	Legislative District(s) 15		Congressional District(s) 4		Urban Area Number 5

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$256,300	\$34,600	\$221,700	9/2013
R/W	\$200,700	\$27,100	\$173,600	5/2021
Const.	\$2,496,700	\$254,000	\$2,242,700	10/2022
Total	\$2,953,700	\$315,700	\$2,638,000	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 22	Number of Lanes 2
---------------------	----------------------

South Third Street provides access to Wixson Park, Selah Pool, and Lince Elementary School. The existing roadway is approx. 22' wide without curb, gutter, and sidewalk.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Reconstruct and widen existing two lanes. Construct sidewalks, curb and gutter, and storm drainage.

Local Agency Contact Person Rocky Wallace		Title Public Works Director	Phone 509-698-7365	
Mailing Address 222 S. Rushmore Road		City Selah	State WA	Zip Code 98942
Project Prospectus	By <u>Sherry Raymond</u> Approving Authority			
	Title Engineering Services Manager			Date 8/24/22

Agency City of Selah	Project Title Valleyview Ave/S. Third St./Southern Ave/S	Date 8/17/2022
-------------------------	---	-------------------

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width 30	Number of Lanes 2
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R		
<input checked="" type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other		
<input type="checkbox"/> Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Minor Arterial	<input type="checkbox"/> Minor Arterial
	<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Urban
	<input type="checkbox"/> Rural	<input checked="" type="checkbox"/> Collector
	<input type="checkbox"/> NHS	<input type="checkbox"/> Major Collector
	<input type="checkbox"/> Minor Collector	<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed		
Design Speed	35	25
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency 0 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency 0 %

Environmental Classification

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

NEPA CE has been completed.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/23/2022

Agenda Number: N-5

Action Item

Title: A Resolution authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency Agreement Supplement Number 3, to Obligate Construction funding for the Valleyview/South Third Street/Southern Avenue Improvements Project.

From: Rocky D Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact:

Funding Source: 111

Background/Findings/Facts: This Supplement allows for the construction funds to be obligated for the Valleyview/South Third Street/Southern Avenue Improvements Project.

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:**

- | | |
|------------|--|
| 12/14/2021 | Resolution No. 2889 Authorizing the City Administrator to Sign the Approved Administrative Offer Summaries (AOS) for the Valleyview Ave, South Third Street, and Southern Avenue Improvement Projects |
| 12/14/2021 | Resolution No. 2888 Authorizing the Mayor to Sign a Washington State Transportation Improvement (TIB) Fuel Tax Grant Agreement P-E-182(P03)-1 For Valleyview Avenue, Third Street and Southern Avenue Improvements |
| 11/23/2021 | Resolution No. 2878 Authorizing the Mayor to Sign Task Order No. 2021-12 Between the City of Selah and HLA Engineering and Land Surveying, Inc., for Engineering and Surveying Services for the Valleyview Ave., South Third Street, Southern Avenue Sewer Improvement Project |

- 7/27/2021 Resolution No.2861 Authorizing the Mayor to sign a Transportation Improvement Board (TIB) Funding Application for the 2021 Arterial Preservation Program for the Fremont Avenue Resurfacing Project
- 4/23/2019 Resolution No. 2733 Authorizing the Mayor to sign a Supplemental Agreement Number 3 with HLA Engineering and Land Surveying Inc. for Consultant Services for the Valleyview Ave. /Third St. /Southern Avenue improvement Project
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- 12/10/2013 Resolution No. 2356 Authorizing the Mayor to Sign a Local Agency Standard Consulting Agreement for Professional Municipal Engineering Services with Huibregtse, Louman Associates, Inc. for the Valleyview Avenue/South Third Street/Southern Ave/South First Street
- 7/9/2013 Resolution No. 2323 Adopting the Amended Six-Year Transportation Improvement Program for the Years 2013-2018 to Reflect the Funding Status Change to Secure the Purchase of a Clean Air Compliant Street Sweeper and Funding of the Valleyview Avenue to South Third
- 6/13/2013 Resolution No. 2319 Authorizing the Mayor to sign the Washington State Department of Transportation (WSDOT) Local Agency Federal Aid Project Prospectus for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements Project
- 6/13/2013 Resolution No. 2318 Authorizing the Mayor to sign the Washington State Department of Transportation (WSDOT) Local Agency Agreement for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements Project
- 1/22/2013 Resolution No. 2289 Authorizing the Mayor to Sign the 2013 Surface Transportation Program (STP) Funding Application for the South Selah Loop Improvement Project
- 1/8/2013 Council Study Session

RESOLUTION NO. 2942

Resolution authorizing the Mayor to sign a Washington State Department of Transportation (WSDOT) Local Agency Agreement Supplement No. 3, to Obligate Construction Funding for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements Project

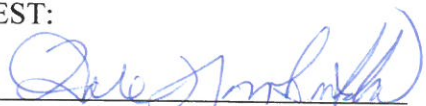
WHEREAS, The City of Selah wishes to reconstruct Valleyview Avenue/South Third Street/Southern Avenue Road; and

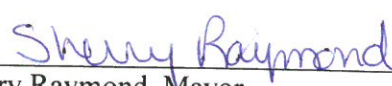
WHEREAS, the Local Agency Agreement Supplement No. 3 obligates construction funding for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements project;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign the Local Agency Agreement Supplement No. 3, to obligate construction funding for the Valleyview Avenue/South Third Street/Southern Avenue Road Improvements project.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 23rd day of August 2022.

ATTEST:


Dale Novobielski, Clerk Treasurer


Sherry Raymond, Mayor

APPROVED AS TO FORM:


Rob Case, City Attorney



Agency City of Selah		Supplement Number 3
Federal Aid Project Number STPUS-HIPUS-4709(001)	Agreement Number LA-8284	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement number noted above.

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Valleyview Avenue/South Third Street/Southern Avenue\ S. First St. Improvements

Length 0.65

Termini Valleyview Ave. (S. First St. to S. Third St.) to Southern Ave. to S. First St.

Description of Work ✓ No Change

Reason for Supplement

Obligate construction funding.

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date 12/31/2026

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date: 11/9/22 & 11/16/22

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency			0.00		
	b. Other Consultant	255,337.00	0.00	255,337.00	34,470.00	220,867.00
Federal Aid Participation Ratio for PE	c. Other			0.00		
	d. State	925.00	0.00	925.00	125.00	800.00
	e. Total PE Cost Estimate (a+b+c+d)	256,262.00	0.00	256,262.00	34,595.00	221,667.00
Right of Way 86.5 %	f. Agency	197,704.00	0.00	197,704.00	26,690.00	171,014.00
	g. Other			0.00		
Federal Aid Participation Ratio for RW	h. Other			0.00		
	i. State	3,000.00	0.00	3,000.00	405.00	2,595.00
	j. Total R/W Cost Estimate (f+g+h+i)	200,704.00	0.00	200,704.00	27,095.00	173,609.00
Construction 86.5/100 %	k. Contract	0.00	1,610,712.00	1,610,712.00	217,446.00	1,393,266.00
	l. Other Consultant	0.00	258,063.00	258,063.00	34,838.00	223,225.00
	m. Other Contract (100%)	0.00	549,026.00	549,026.00	0.00	549,026.00
Federal Aid Participation Ratio for CN	n. Other Consultant (100%)	0.00	65,897.00	65,897.00	0.00	65,897.00
	o. Agency	0.00	10,000.00	10,000.00	1,350.00	8,650.00
	p. State	0.00	3,000.00	3,000.00	405.00	2,595.00
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	2,496,698.00	2,496,698.00	254,039.00	2,242,659.00
	r. Total Project Cost Estimate (e+j+q)	456,966.00	2,496,698.00	2,953,664.00	315,729.00	2,637,935.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By *Sherry Raymond*

**Washington State
Department of Transportation**
By Director, Local Program

Title Mayor

Date Executed *8/23/2022*

Agency City of Selah		Supplement Number 3
Federal Aid Project Number STPUS-HIPUS-4709(001)	Agreement Number LA-8284	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description.** Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Change Requiring Additional Right of Way or Easements** – Check the **Yes** box when the supplement covers a change in scope (Description of Work or Termini) that requires additional property rights than was previously expected, or when it’s determined that property rights are necessary and the project was previously submitted as no right of way required. Check **No** when this is the case.
9. **Claiming Indirect Cost Rate** – Check the **Yes** box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the **No** box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
10. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.

11. **Type of Work and Funding** – Complete this section in the manner described in Appendix 22.52.05.

- a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
- b. **Column 2** – Enter additional amounts requested by type of work.
- c. **Column 3** – Add the amounts in columns 1 and 2.
- d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.

12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement, and writes in their title. Submit one originally signed supplement form to the Region Local Programs Engineer. It is the responsibility of the local agency to submit an additional, originally signed agreement form if they need an executed agreement for their file. **Note:** Do **NOT** enter a date on the Date Executed line.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 8/23/2022

Agenda Number: O-1

Action Item

Title: Ordinance Amending the 2022 Budget for APRA Funds

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: To approve the Ordinance in the form presented.

Board/Commission Recommendation: N/A

Fiscal Impact: \$50,000

Funding Source: Fund 001 General

Background/Findings/Facts: On July 26, 2022, the Selah City Council approved a motion to contribute \$50,000 of American Rescue Plan Act (ARPA) grant funds to the Selah Naches Food Bank project.

Recommended Motion: I move to approve the Ordinance 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:

7/26/2022

Council passed a motion to contribute \$50,000 to the Selah Naches Food Bank Project.

ORDINANCE NO. 2169

AN ORDINANCE AMENDING THE 2022 BUDGET FOR ARPA FUNDS

WHEREAS, the City desires to approve adjustments to the 2022 Budget for the expenditure of ARPA funds;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain that the Clerk-Treasurer be authorized to amend the 2022 Budget as follows:

001 General

Centralized Services

001.000.018.518.63.41.00	ARPA Assistance for Food Bank	\$ 50,000
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Non-Departmental

001.000.999.508.10.01.00	New Ending Reserved ARPA	\$ 947,399
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PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 23rd day of August 2022.

Sherry Raymond
Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski
Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Rob Case
Rob Case, City Attorney

ORDINANCE NO. 2169

DATE: August 23, 2022

DATE: August 23, 2022

[illegible]

COUNCIL ROLL CALL LIST

Meeting Date: Aug 23, 2022

Here	ATTENDANCE	Abs.
✓	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	

all YES

YES	AIS: <u>CONSENT</u>	NO
✓	Kevin Wickenhagen	
✓	Jared Iverson	
✓	Elizabeth Marquis	
✓	Clifford Peterson <u>2</u>	
✓	Roger Bell <u>1</u>	
✓	Michael Costello	
✓	Russell Carlson	

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

UNANI.

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

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

UNANI.

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

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